

1. The purpose of this revision is to change the terms and conditions of the following contract clauses:

(a) In Section C.4.5.6, the Facility Technical Liaison Officer (FTLO) shall replace the COTR as the FAA Reviewer of Qualifications and Resumes and FAA Final Approval Authority for Acceptance for the following labor categories: Administrative Assistant, Instructor, Remote Pilot Operator, and Computer Based Instruction Administrator. Therefore, the table is deleted and replaced with the following:

<b>Contractor Labor Category</b>	<b>FAA Reviewer(s) Qualifications and Resumes</b>	<b>FAA Final Approval Authority for Acceptance</b>
Contract Director	CO and COTR	CO
Contract Administrative Assistant	CO and COTR	CO
Contractor Site Supervisor	CO, COTR, and FTLO	CO
Administrative Assistant	FTLO	FTLO
Instructor	FTLO	FTLO
Remote Pilot Operator	FTLO	FTLO
Computer Based Instruction Administrator	FTLO	FTLO

(b) In Section C.4.10.1, the Contracting Officer's Technical Representative shall also have the authority to issue a determination that an unsuccessful instructor trainee is unsuitable for continuation in his/her present job classification. Therefore, the last sentence of this section is deleted and replaced with the following:

If the FTLO or FAA designee finds the instructor trainee to be deficient and unable to be certified, the Contracting Officer or authorized Contracting Officer's Technical Representative will issue a determination that the unsuccessful instructor trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

(c) In Section C.4.10.3, the Contracting Officer's Technical Representative shall also have the authority to issue a determination that an unsuccessful RPO trainee is unsuitable for continuation in his/her present job classification.

Therefore, the last sentence of this section is deleted and replaced with the following:

If the FTLO or FAA designee finds the RPO trainee to be deficient and unable to be certified, the Contracting Officer or authorized Contracting Officer's Technical Representative will issue a determination that the unsuccessful RPO trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

(d) The address listed for the Chicago TRACON in Appendix 1 has changed. Therefore, the address for the Chicago TRACON (C90) is deleted and replaced with the following:

Chicago TRACON  
1100 Bowes Road  
Elgin, Illinois 60123

(e) The address for the Dallas/Fort Worth TRACON listed in Appendix 1 of Section C is not the correct mailing address. Therefore, the address for the DFW TRACON (DFW) is deleted and replaced with the following:

Dallas/Fort Worth TRACON  
P.O. Box 610368  
Dallas Airport, TX 75261

(f) The address for the Denver ATCT was inadvertently omitted from Appendix 1. Therefore, the address for the Denver ATCT is included, as follows:

Facility (F) or Satellite (S): **S**  
Denver ATCT  
Denver International Airport  
R19-2/19-3  
Denver, CO 80249-6361

(g) The address for the San Juan CERAP listed in Appendix 1 of Section C is not the correct mailing address. Therefore, the address for the San Juan CERAP is deleted and replaced with the following:

San Juan CERAP  
DOT/FAA  
5000 Carr. 190  
Carolina, PR 00979

(h) In order to maintain uniformity among contract clauses, Sherri Cottle shall also be listed as the Contracting Officer's Technical Representative in contract clause D.3 entitled "F.O.B. Destination". Therefore, the mailing address for the Contracting Officer's Technical Representative is deleted and replaced with the following:

Federal Aviation Administration  
ATX-100 (Sherri Cottle)  
P.O. Box 25082  
Oklahoma City, Oklahoma 73125

(i) In order to maintain uniformity among contract terms and conditions, only Appendix 1 lists Government-owned facilities and there are no limitations on the number of additional facilities that may be added to this contract. Therefore, the contract clause F.4 entitled "Place of Performance" is deleted and replaced with the following:

Services required under this contract shall normally be performed at the Government-owned Air Route Traffic Centers and Terminal Facilities designated in Appendix 1 of Section C. The Government reserves the right to designate additional facilities, where Section C performance requirements may be invoked and where the places of performance are undetermined at this time.

(j) Clause G.9, "Contracting Officer Support Personnel", shall be revised to eliminate the requirement for the Contracting Officer to appoint an alternate Facility Technical Liaison Officer (FTLO) for each facility. Therefore, the first sentence of clause G.9 is deleted and replaced with the following:

To assist the COTR, the Contracting Officer will designate a Facility Technical Liaison Officer (FTLO) per each supported Air Traffic Facility wherein a CSS is assigned, unless in instances where unique circumstances exist.

(k) In order to maintain uniformity among contract clauses, clause H.5 entitled "Exercise of Option" shall also reflect a base period of eight months. Therefore, the first sentence of the last paragraph of clause H.5 is deleted and replaced with the following:

The Government has the option to extend the period of performance of the contract for four one-year periods beyond the eight-month base period for a total contract duration not exceeding four years and eight months.

(l) In order to maintain uniformity among contract clauses, clause H.7 entitled "Option To Extend The Term Of The Contract" shall also reflect a 56-month duration of the contract. Therefore, the last paragraph is deleted and replaced with the following:

The total duration of this contract, including the exercise of any options under this clause, shall not exceed **56 months**.

(m) In order to maintain uniform contract language, clause H.14 entitled "Travel and Training Costs" shall use the term Contracting Officer's Technical Representative (COTR) in lieu of Technical Officer (TO). Therefore, the second sentence of the first paragraph is deleted and replaced with the following:

Written approval from the COTR will be issued, which authorizes travel and provides funding as appropriate.

(n) Clause H.21, "Key Personnel and Facilities", is updated to include all approved WCG key personnel under this contract. Refer to the attached contract change pages for the complete list.

(o) Clause H.25, "Contractor Personnel Suitability Requirements", is updated to include revised procedures for processing employee security information at the FAA Headquarters and the respective regional security offices. Refer to Section H, pages 16 and 17 for revisions.

2. In accordance with Section C.8.1.2.3 and clause F.4 entitled "Place of Performance", the Government elects to add the Savannah Air Traffic Control Tower/TRACON to the list of established facilities under this contract. The Contractor shall commence services within thirty (30) days of receipt of the approved Transitional Implementation Plan (TIP) for the Savannah facility. According to Section C.4.19.2, the Transitional Implementation Plan for the Savannah ATCT/TRACON is incorporated by reference in Section J as Attachment 07 to the contract. Therefore, Appendix 1 of Section C is revised to include the following satellite facility:

Facility (F) or Satellite (S): **S**  
Location Identifier: ZJX-SAV  
Savannah ATCT/TRACON  
Savannah International Airport  
300 Aggett Drive  
Savannah, Georgia 31408

3. The issuance of written Notice of Training Requirements (NTRs), found at Appendix 4 of Section C, has been replaced with NTR Pro Online. NTR Pro Online is the FAA Intranet database used to track automated Notice of Training Requirements (NTRs) issued under this contract. Therefore, the requirement for written NTRs has been deleted. As a result, the following contract terms and conditions are revised:

(a) In Section C.2.3, the definition for Notice of Training Requirement (NTR) is deleted and replaced with the following:

Notice of Training Requirement (NTR): The vehicle by which the Government tasks the Contractor at each specified facility to perform task assignments as delineated in SOW Section 8.0.

(b) Delete Appendix 4 of Section C and list Appendix 4 as reserved on page vii of Section C.

(c) Subparagraph (b) of Clause H.41 entitled "Notice of Training Requirement (NTR)" is deleted and replaced with the following:

b. Upon receipt of the NTR, the Contractor Site Supervisor (CSS) will normally have three (3) working days to review the work assignment and provide acceptance. When unanticipated circumstances require a faster reply, the CSS will be notified and requested to respond to the NTR as soon as possible.

(d) Subparagraph (c) of Clause H.41 entitled "Notice of Training Requirement (NTR)" is deleted and replaced with the following:

c. The approval of the CSS constitutes acceptance of the work assignment. Therefore, the Contractor will ensure adequate resources are available and scheduling or other issues relating to the assignment have been addressed and resolved prior to approval.

4. Attachment 08 to the contract contains change pages for revision 1 incorporating the aforementioned modifications to the contract.

5. Unless modified in this revision, all other terms and conditions remain unchanged and in full force.

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## **1.0 OVERVIEW**

This Statement of Work (SOW) outlines the requirements necessary to furnish Air Traffic Instructional Services (ATIS) to the Federal Aviation Administration (FAA), Office of Air Traffic Resource Management (ATX). The proposed acquisition will seek a Contractor to assist the FAA in accomplishing training and training related services necessary to achieve and maintain the required number of Certified Professional Controllers (CPC). These training efforts will also support the implementation and operational use of certain Capital Investment Plan (CIP) programs, as well as cognitive training in simulation programs. Training will extend to area managers, area supervisors, and staff specialists as well as CPC and developmental controllers.

The SOW will include requirements for the Contractor, at designated en route and terminal facilities, to assist the FAA in:

- (1) Contract management and administrative services relative to the instructional services provided in this SOW;
- (2) Conducting classroom and simulation phases of qualification training;
- (3) Administering the cooperative education training program;
- (4) Developing and maintaining training materials;
- (5) Providing remote/pilot operators and pilot operator training;
- (6) Computer-based instruction administration; and
- (7) Providing training to non-controller/non-FAA groups, as required.

## **2.0 ACRONYMS AND DEFINITIONS**

### **2.1 Statement of Applicability**

The acronyms and definitions in this section shall apply wherever addressed in this SOW.

### **2.2 Acronyms**

The following acronyms shall have the meaning set forth below and shall be used in that context within this SOW.

ARTCC: Air Route Traffic Control Center

ATC: Air Traffic Control

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ATCS: Air Traffic Control Specialist

ATCT: Airport Traffic Control Tower

CAMI: Civil AeroMedical Institute

CBI: Computer Based Instruction

CBIA: Computer Based Instruction Administrator

CDG: Course Design Guide

CERAP: Combined Center Radar Approach Control

CIC: Controller in Charge

CO: Contracting Officer

COTR: Contracting Officer's Technical Representative

CPC: Certified Professional Controller

CSS: Contractor Site Supervisor

DOT: Department of Transportation

DYSIM: Dynamic Simulation

ETG: Enhanced Target Generator

FAA: Federal Aviation Administration

ETLO: Facility Technical Liaison Officer

IPG: Instructional Program Guide

ISD: Instructional Systems Design

NAS: National Airspace System

NCBIA: National Computer Based Instruction Administrator

NTR: Notice of Training Requirement

RPQ: Remote Pilot Operator

RPOC: Regional Point of Contact

SOW: Statement of Work

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TDP: Training Development Plan

TIP: Transitional Implementation Plan

TRACON: Terminal Radar Approach Control Facility

### 2.3 Definitions

The following terms shall have the meaning set forth below and shall be used within the context of this SOW.

Additional Services: Duties and support deemed necessary by the FAA to maintain excellence in the National Air Traffic Training Program, as further described in requirement Task G of this SOW.

Air Route Traffic Control Center (ARTCC): A facility established to provide air traffic control service to aircraft during the en route phase of flight. An ARTCC is also often referred to as "center," "en route," or "en route option". The methods for training at these facilities are outlined in the En Route IPG.

Air Traffic Control (ATC): A service provided to promote the safe, orderly and expeditious flow of air traffic.

Air Traffic Manager (ATM): An individual responsible for the proper management and oversight of all operational aspects of air traffic control within a facility, such as the proper routing, separation and control of aircraft, as well as the personnel aspects, such as staffing and training of ATC resources.

Air Traffic Control Specialist (ATCS): A person involved in and directly responsible for the safe, orderly, and expeditious movement of aircraft both in the air and on the ground, utilizing radar and/or non-radar procedures for separation. Air traffic control specialists also perform safety and advisory functions relating to aircraft operations.

Airport Traffic Control Tower (ATCT): A facility established to provide air traffic control service for aircraft operating on the movement area and in the vicinity of an airport. An ATCT may be a separate facility or may be combined with a TRACON. An ATCT and/or TRACON is also often referred to as "tower", "terminal", or "terminal option".

Certification: A signature provided by an authorized FAA representative following a successful evaluation, written and/or laboratory, confirming that subject mastery and compliance with FAA policies, orders, practices, and procedures has been achieved. Certification is required before ATC instructors and RPOs are allowed to perform duties.

Certified Instructor: An instructor who 1) has successfully completed all instructor training requirements for a specific job requirement, demonstrating mastery of the knowledge, skills, instructional techniques, and abilities required, and 2) has been approved by the FAA to perform ATC instructor duties for the job requirement.

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Certified Professional Controller (CPC): An air traffic controller who has obtained the highest non-supervisory grade level and who is certified on all positions of operations within an area of operation or facility to which assigned.

Civil Aeromedical Institute (CAMI): An institute located at the Mike Monroney Aeronautical Center in Oklahoma City, Oklahoma. CAMI provides research and maintains various aviation records, statistics, and certificates. CAMI also maintains the Air Traffic Training Tracking System, which contains data on air traffic control field training.

Class: A group of students enrolled in the same course who are scheduled to report at a particular time to a particular instructor at a particular place.

Contractor Site Supervisor (CSS): A Contractor management employee assigned to and resident at each facility. The CSS is responsible for the oversight and management of all Contractor personnel and contract work performed at that facility and its respective satellite facilities. CSS responsibilities also include ensuring Contractor compliance with all facets of the contract pertaining to those assigned facilities. The CSS shall be considered a working supervisor.

Cooperative Education Program: A work/study program, which provides students with training and work experiences in conjunction with related study at a university or college preparing them for entry into developmental training.

Computer Based Instruction (CBI): An instructional delivery method using interactive computer technology.

Contracting Officer: A Government official warranted with the authority to enter into, administer, or terminate contracts and make related determinations and findings.

Contracting Officer's Technical Representative: A Government agent who provides technical assistance to the Contracting Officer in the administration of training contracts. The authorized Contracting Officer's Technical Representative is normally delegated the authority to represent the Contracting Officer in the daily administration of the contract(s).

Counseling: Conversational interaction between two persons for the purpose of academic guidance, problem solving, and/or referral.

Course: Organized subject matter in which instruction is offered within a given time frame and for which credit is given for successful completion.

Course Design Guide (CDG): Prepared as an initial step in course development, the Course Design Guide establishes training objectives, lists specific skills/knowledge the student must acquire, specifies the methodology/media to be employed, states achievement measures and establishes time parameters for the achievement of training objectives.

Course Materials: Materials used by instructors and/or students to revise/update/develop or conduct a course of instruction. Examples include items such as lesson plans, handouts, and viewgraph slides.



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Developmental: An ATCS, in any option, who is engaged in air traffic training courses described in the appropriate instructional program guide.

Dynamic Simulation (DYSIM): A simulator used for simulating radar scenarios at air route traffic control centers.

En Route: See Air Route Traffic Control Center.

Enhanced Target Generator (ETG): A simulator used for simulating radar scenarios at certain terminal air traffic control facilities.

Federal Aviation Administration (FAA): A component agency of U.S. Department of Transportation.

Facility: A building/location where contract Air Traffic Instructional Services are provided. A Facility may support additional Satellite Facilities with limited contract training services.

Facility Manager: See Air Traffic Manager.

Facility Technical Liaison Officer (FTLO): An FAA management employee, usually a Support Manager, who acts as the Contracting Officer's Technical Representative's facility representative for the purposes of contract administration.

Initial Transition Plan: The Plan describing the transition process for the period following contract award. This Initial Transition Plan corresponds with the Initial Transition Period and there is no requirement for a Final Transition Plan.

Instruction: The providing of situations, conditions, or activities which are designed to facilitate the learning of knowledge, skills, and abilities required to perform a specified job requirement.

Instructional Objective: A specification of performance which is part of a training outcome. It specifies precisely the behavior to be expected, the conditions under which behavior will be accomplished, and the minimum acceptable level of performance.

Instructional Program Guide (IPG): A publication that provides guidance in administering the National Air Traffic Training Program for a specific air traffic option. It outlines mandatory training objectives and evaluation criteria for measuring the objectives. The IPG assures standardized training programs and derives its authority from FAA Order 3120.4, Air Traffic Training.

Instructional Systems Design (ISD): Development, revision, and presentation of knowledge which emphasizes an assurance that the student will be able to use the acquired knowledge, skills, and abilities gained in training to perform specific job requirements.

Instructional Systems Design Specialist: A person knowledgeable and skilled in the development of instructional systems utilizing the ISD process, and possesses certain educational credentials relative to ISD.

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Instructor: An individual whose primary responsibility is to teach and/or evaluate learning in a formal environment.

Laboratory: A learning environment that simulates the actual job environment.

Laboratory Problem: An educational medium used to instruct or evaluate a student's ability to perform specific job requirements.

Lead Instructor: An instructor assigned to a class of students who, in addition to conducting classroom instruction, is responsible for scheduling class sessions and for administrative functions such as ensuring that routine student debriefings occur between student and instructor. Lead instructors are also responsible for distribution of required training materials and student conduct.

Lesson: A period of instruction devoted to a specific topic, skill, or idea.

National Airspace System (NAS): The persons, organizations, facilities, and equipment related to the safe and efficient utilization and management of navigable airspace.

Notice of Training Requirement (NTR): The vehicle by which the Government tasks the Contractor at each specified facility to perform task assignments as delineated in SOW Section 8.0.

Performance Review: A performance review administered to Contractor instructors who teach laboratory phases of ATC training. The review is performed while the instructor is working an actual laboratory problem. The purpose of the review is for the instructor to demonstrate, through practical application, satisfactory control judgment, phraseology, and ATC procedures.

Proficiency Training: Various types of classroom and/or simulation training conducted to maintain and update the knowledge and skills necessary to apply air traffic control procedures.

Qualification Training: Training conducted for the purpose of developing the knowledge and skills required to prepare ATCS for on-the-job training leading to full certification on positions of operation within an air traffic control facility.

Quality Control: Actions taken by the Contractor to ensure compliance with the provisions of this SOW.

Quality Control Plan: A written document submitted by the Contractor and reviewed and approved by the Government which delineates the Contractor's proposed methodology for ensuring full and satisfactory compliance with all requirements within this contract.

Quota: A predetermined number of available admissions for individuals to enroll in certain FAA courses. For the purposes of this SOW, quota refers to the availability of class enrollment for courses taught at the FAA Academy in Oklahoma City, Oklahoma.

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Regional Point of Contact (RPOC): An individual within each FAA region responsible for assisting facilities within that region in resolving technical training problems, correcting training performance deficiencies, and completing contract training evaluations and follow-ups. Also coordinates with the authorized Contracting Officer's Technical Representative when assistance or direction is needed in administering the training contract(s) (i.e. instructor performance deficiencies, unsatisfactory performance by the Contractor, unusual circumstances, etc.).

Remote/Pilot Operator (RPO): An individual responsible for generating the computer input to administer DYSIM/ETG scenarios. RPOs may also act as pilots and/or controllers at other air traffic control facilities and as adjacent controllers during the administration of DYSIM/ETG scenarios. While the latter function is normally performed by other students in the class or instructor personnel, it may be performed by Contractor RPOs with prior approval of the authorized Contracting Officer's Technical Representative. If Contractor RPOs are utilized, they must be certified as specified in SOW paragraph 4.10.3.

Satellite Facility: For the purposes of this contract, a Satellite Facility is a location where limited contract training services are provided under the oversight of a Facility.

Standard Shift: A prescribed period of work, normally eight and one-half hours per workday, during timeframes such as 8:00am to 4:30pm or 7:00am to 3:30pm, as determined by each FAA region for facilities within that region.

Statement of Work (SOW): A document which describes the essential and technical requirements for items, materials, tasks or services, including the standards used to determine whether the requirements have been met.

Student/Developmental: A person formally engaged in learning.

Terminal Radar Approach Control Facility (TRACON): An FAA facility established to provide air traffic control service in the vicinity of an airport. A TRACON usually involves a radar approach control and one or more airport traffic control towers. The methods used for training at these facilities are outlined in the Terminal IPG. For further definition, see Airport Traffic Control Tower.

Training Development Plan (TDP): The overall work plan for new course development or substantial revisions to existing courses.

Training Materials: Course materials, equipment, and supplies used in the conduct, practice, and evaluation of training.

Training Outcome: The total combination of skills and knowledge that the learner must acquire to perform a job assignment, usually derived by converting a requirement into measurable performance objectives.

Training Phase: A prescribed course of instruction, also referred to as a "block", contained within an Instruction Program Guide with stated course objectives, established timeframes to

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completion, established location of instruction and a prescribed type of instruction (i.e. classroom, laboratory etc.).

**Transition/ Initial Transition Period:** The period following contract award when the Contractor will recruit and train instructors and all support staff. The end of the initial transition period is when all instructors and support staff have been recruited, certified where applicable, and the Contractor has fully assumed the requirements listed in this SOW. The transition process is identified in the Contractor's initial transition plan, which details the steps involved in the Contractor fully assuming the work identified in this SOW.

**Transitional Implementation Plan (TIP):** A plan provided by the Contractor to the Contracting Officer and authorized Contracting Officer's Technical Representative which outlines how the Contractor proposes to either; (1) phase into the assumption of some or all training functions within a FAA facility, in which training is currently accomplished by either Government or incumbent Contractor personnel, or (2) phase out of any or all training functions within a FAA facility in preparation for either Government personnel, or a new Contractor, to assume some or all training functions.

### **3.0 APPLICABLE ORDERS, DIRECTIVES, AND GOVERNMENT POLICY**

Contractor personnel shall adhere to all policies and procedures established by the Government. Such policies and procedures include, but are not limited to those contained in the most current version of the documents listed below. Some of the listed documents may be viewed or downloaded from the following websites: <http://isweb.tasc.dot.gov/> and <http://www.ama500.jcchi.gov/>.

FAA ORDER 1500.14	TRAVEL MANUAL
FAA ORDER 1600.1	FAA PERSONNEL SECURITY PROGRAM
FAA ORDER 3000.22	TRAINING
FAA ORDER 3120.4	AIR TRAFFIC TRAINING
FAA ORDER 3120.22	NATIONAL AIR TRAFFIC TRAINING TRACKING SYSTEM
FAA ORDER 3120.25	AIR TRAFFIC CONTRACT TRAINING ADMINISTRATION
FAA ORDER 7110.65	AIR TRAFFIC CONTROL
FAA ORDER 7210.3	FACILITY OPERATION/ADMINISTRATION
FAA ORDER 7210.56	AIR TRAFFIC QUALITY ASSURANCE
FAA ORDER 7230.16	PILOT EDUCATION PROGRAM; OPERATION RAINCHECK
FAA-STD-028	DOT/FAA STANDARD CONTRACTOR DEVELOPED TRAINING MATERIALS

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#### TRAINING MATERIALS

FAA FORM 3120-1	TRAINING AND PROFICIENCY RECORD
FAA FORM 3120-25	OJT INSTRUCTION/EVALUATION REPORT
DD FORM 254	CONTRACT SECURITY CLASSIFICATION SPECIFICATION
Appendix 4, FAA Order 3120.4	EN ROUTE INSTRUCTIONAL PROGRAM GUIDE
Appendix 6, FAA Order 3120.4	TERMINAL INSTRUCTIONAL PROGRAM GUIDE

## **4.0 REQUIREMENTS**

### **4.1 Background**

The FAA requires a continuation of training and training support services to achieve and maintain the required number of Certified Professional Controllers (CPC). Training is also required to support the implementation and operational use of certain Capital Investment Plan (CIP) programs, simulation programs, and any prototype systems being evaluated by the FAA. Training in these areas will extend to area managers, area supervisors, and staff specialists as well as CPC and developmental controllers.

### **4.2 Instructional Services - General**

The Contractor shall supply all managerial, supervisory, instructional, and administrative personnel required to perform the work specifically defined in this SOW. The Contractor shall provide classroom training, simulation training, and perform other related requirements primarily for air traffic controllers and trainees (developmentals) at air traffic control facilities nationwide. Facility and satellite facility locations are delineated in SOW Appendix 1. Contractor instructional and supervisory personnel shall assist and augment a cadre of FAA instructors and other personnel, if any, at each facility.

The Contractor shall administer, manage, and perform the efforts described in this SOW. Except as otherwise stated in this SOW, the contract shall be performed using facilities, equipment, and materials provided or arranged for by the Government. Physical facilities may be at selected FAA field sites or other facilities arranged by the Government. All learning activity, course development, course maintenance and revision, instruction and support work required by the FAA will be performed by Contractor personnel, as prescribed in individual Notice of Training Requirements (NTR), issued by the FAA.

Contractor personnel performing instructional services will be members of curriculum teams. They, along with members of the resident FAA staff, should expect to carry out their assignments in a collaborative work environment.

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**4.3 Quality Control**

The Contractor shall prepare, implement, and maintain a Quality Control Plan to ensure compliance with all requirements of this SOW during the life of the contract. The Quality Control Plan shall be designed to ensure the overall and continued quality of Contractor performance and shall specifically address: how the Contractor proposes to establish and maintain full compliance with all requirements of this contract; how the Contractor plans to ensure that optimal numbers of resources will be applied to this effort, without wasting valuable resources; and how billable hours of all labor categories will be generated, validated, and certified by the Contractor to ensure that valid invoices are submitted for payment. In addition, the Quality Control Plan shall provide a detailed quality performance methodology applicable to the specific requirements to be performed, to include how the highest quality of services will be furnished; how the plan was developed; how it will be implemented; and how it will be maintained over the life of the contract. A final copy of the Contractor's quality control plan shall be furnished to the Contracting Officer within 60 calendar days after contract award.

**4.4 Reserved**

**4.5 Contractor Personnel**

**4.5.1 Administrative, Managerial and Supervisory**

The Contractor shall furnish all administrative, managerial, and supervisory personnel necessary to effectively perform the contract. These personnel shall provide the core of knowledge for the Contractor to ensure uninterrupted performance at the required quality levels of the SOW.

**4.5.2 Security And Suitability Determinations**

The Contracting Officer may require a security and/or suitability investigation of Contractor personnel at any time under this contract. When notified of this requirement, the Contractor shall ensure that each Contractor employee completes the required security forms furnished by the Contracting Officer or authorized Contracting Officer's Technical Representative.

**4.5.3 Appearance**

Contractor personnel shall present a neat professional appearance. Each employee shall wear an identification badge that shall include the employee's last name, and the name of the Contractor. The FAA will provide badges at no cost to the Contractor.

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#### **4.5.4 Personnel Qualifications**

Specific qualifications for Contractor personnel are defined in SOW Section 8.0. Exceptions to Qualifications may be found at Section C.4.5.6.1.

#### **4.5.5 Reserved**

#### **4.5.6 Qualifications Review**

Prior to and throughout full performance of this SOW, the Contractor shall present qualification credentials and resumes to the FAA as detailed below. The FAA shall have final approval authority for acceptance of all Contractor-nominated personnel for all labor categories. The FAA final approval authority for acceptance reserves the right to waive qualification requirements in accordance with paragraph 4.5.6.1, Exceptions to Qualifications.

<b>Contractor Labor Category</b>	<b>FAA Reviewer(s) Qualifications and Resumes</b>	<b>FAA Final Approval Authority for Acceptance</b>
Contract Director	CO and COTR	CO
Contract Administrative Assistant	CO and COTR	CO
Contractor Site Supervisor	CO, COTR, and FTLO	CO
Administrative Assistant	FTLO	FTLO
Instructor	FTLO	FTLO
Remote Pilot Operator	FTLO	FTLO
Computer Based Instruction Administrator	FTLO	FTLO

##### **4.5.6.1 Exceptions to Qualifications**

Prior to and following contract award, the FAA final approval authority for acceptance may consider acceptance of Contractor-nominated personnel who do not meet the labor category minimum qualification criteria, but who have outstanding skills and experience relative to the proposed labor category. Following award, the Contractor must submit a written request for exception to qualifications to the appropriate approval authority. Each request for exception to qualifications shall be considered on a case-by-case basis. The appropriate approval authority will provide written acceptance or rejection of the request to the Contractor within fifteen (15) calendar days.

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**4.5.6.2 Right of Rejection**

The FAA final approval authority for acceptance retains the right to screen the qualifications of all prospective Contractor employee applicants and deny approval to those deemed unsuitable. The appropriate approval authority will provide written comments, if any, within ten (10) calendar days of receipt of qualifications. The Contractor may proceed with the hiring process in the absence of a response from the FAA after fifteen (15) calendar days.

**4.5.7 Instructor Recruitment**

The Contractor shall develop and maintain an acceptable instructor recruitment plan. Thereafter, if at any time the instructor work force is not consistent with the instructor recruitment plan, the Contractor shall advise the Contracting Officer and shall take appropriate remedial action.

**4.5.7.1 Recruitment Restrictions**

The Contractor is restricted from recruiting any instructor who has not previously worked as a Certified Professional Controller. The Contractor must recruit instructors from the best-qualified candidates who are currently certified as instructors or who are capable of being certified as instructors.

**4.5.8 Contractor Employment Records**

The Contractor shall maintain employment files for all Contractor employees at each facility. Employment files shall include, but are not limited to: background information and related experience, dates of initial certification and all instructor training, and data and results of the most recent proficiency demonstration.

**4.5.9 FAA Orientation**

The Contractor shall be responsible for developing and ensuring that all instructors and key support and management personnel receive an orientation to the FAA. The orientation shall include the mission, goals, objectives, policies, and principal programs of the FAA as well as the organizational structure and culture of the agency. The intent of this requirement is to assure:

a. a knowledge and attitude which will contribute to successful instructional interaction with a diverse student population, and,



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b. recognition that actions of all personnel at the FAA must be consistent with the goals of the FAA.

This orientation shall be completed for all instructors and key support and management personnel within thirty (30) days of reporting for duty. The proposed program shall be approved by the FAA and shall be maintained for currency. Reference materials are available in the FAA library.

#### **4.6 Contractor Performance**

The Contractor shall be responsible for providing the appropriate number of fully qualified managerial, supervisory, instructor, and administrative support personnel necessary to ensure the satisfactory completion of all requirements contained within this SOW. Required qualification and experience levels for Contractor personnel are delineated in SOW paragraph 8.0.

##### **4.6.1 Contractor Task Performance**

The Contractor shall provide the necessary qualified personnel to conduct the tasks defined in the SOW paragraph 8.0.

##### **4.6.2 Contractor Personnel Qualifications**

The Contractor shall train and maintain qualified personnel to conduct and administer all requirements delineated in this SOW.

#### **4.7 Contractor Personnel Security Program**

Contractor personnel shall adhere to all policies and procedures established by the Government which apply to Contractor employees, as prescribed in FAA Personnel Security Program, FAA Order 1600.1D.

#### **4.8 Contractor Personnel Supervision**

The Contractor shall designate sufficient supervisory personnel to satisfactorily meet task outcomes. Contractor Site Supervisors will provide day-to-day supervision of Contractor personnel performing tasks including, but not limited to, work assignments, work monitoring, course management, payroll records, leave, etc. FAA personnel will not supervise Contractor personnel. The FAA will provide technical, program, and policy guidance through the authorized Contracting Officer's Technical Representative, and his/her staff.

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#### **4.9 Contractor Performance Evaluations**

##### **4.9.1 Annual Performance Evaluation**

Each FTLO, within thirty-(30) calendar days of completion of each contract year, will provide an independent annual evaluation of the Contractor's performance during the previous twelve months. The original evaluation shall be forwarded to the Contracting Officer via the ATM of the site, the RPOC, and the authorized Contracting Officer's Technical Representative. One copy of the evaluation shall be retained by the FTLO at each facility. One copy of the evaluation shall be forwarded to the Contract Director via the CSS. This evaluation shall contain as a minimum the following data as prescribed in FAA Order 3120.25 - Air Traffic Contract Training Administration:

1. A summary of Contractor performance based on semi-annual classroom and laboratory evaluations for the past contract year.
2. A concise statement of the Contractor's overall conformance or nonconformance with the terms of the contract for the past contract year. The statement shall include backup data as appropriate to support a claim of nonconformance.
3. A concise statement of the Contractor's ability to meet the training needs as delineated by Notice of Training Requirements (NTR) during the past contract year.
4. A summary of student evaluations, critiques, and personnel feedback. Where adverse comments are made, and substantiated, the action taken or proposed will be stated.

##### **4.9.1.1 Corrective Action Plan**

Where adverse comments or deficiencies have been identified, the Contractor shall, within 10 calendar days, submit to the FTLO a written plan which will address the corrective actions to be taken to resolve all outstanding deficiencies expressed in the performance evaluation. If the Contractor's Corrective Action Plan is considered unacceptable by the FAA, the Contractor will receive a written notification from the FAA within thirty (30) calendar days. If no written response is issued by the FAA within that period, the Corrective Action Plan is considered acceptable.

##### **4.9.2 Periodic Performance Evaluations**

The FAA shall conduct periodic evaluations of Contractor performance in classroom and laboratory environments. These evaluations may be conducted without advance notice. At a minimum, semi-annual evaluations will be conducted for each instructor involved in classroom instruction. In addition, instructors who teach laboratory phases of training will receive a minimum of one performance review per year for each type of laboratory phase taught. The evaluations may be conducted without advance notice.

The purpose of the semi-annual classroom evaluation is to evaluate each instructor's teaching quality and effectiveness. Instructors who teach in both classroom and laboratory environments

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shall receive one of the evaluations in classroom instruction and the other evaluation in laboratory instruction.

The purpose of the performance review is for the laboratory instructor to demonstrate, during an actual laboratory scenario, satisfactory control judgment, phraseology, and proper air traffic control procedures. Reviews will last no more than one hour. For radar associate phases, the review may be performed while the instructor is operating the radar position during a non-graded exercise.

Evaluations will be conducted by the FTLO or an FAA representative designated by the FTLO. The evaluator will utilize FAA Form 3120-27, Contract Instructor Review/Laboratory Instruction and FAA Form 3120-28, Contract Instructor Review/Classroom Instruction, as criteria for evaluating and recording instructor performance during the semi-annual classroom evaluations. FAA Form 3120-25, OJT Instruction/Evaluation Report, shall be used as a guideline and documentation for the performance reviews.

FAA Forms 3120-27 and 3120-28 are found in FAA Order 3120.25, Air Traffic Contract Training Administration.

The FAA will make these periodic evaluations available to the CSS within ten (10) calendar days after FAA review.

#### **4.9.2.1 Corrective Action Plan**

The Contractor shall, within ten (10) calendar days of receipt of the periodic performance evaluations, submit to the FTLO a plan outlining the method the Contractor will use to correct any outstanding concerns expressed in the evaluations. If the Contractor's Corrective Action Plan is considered unacceptable by the FAA, the CSS will receive a written notification from the FAA within thirty (30) calendar days. If no written response is issued by the FAA within that period, the Corrective Action Plan is considered acceptable.

#### **4.9.3 FAA Periodic Full Facility Evaluations**

In addition, the FAA will periodically conduct full-facility evaluations at FAA facilities. Normally, full facility evaluations are scheduled every two years, with annual follow-up evaluations. All aspects of the facility will be evaluated, including training. The Contractor shall provide any student and instructor information, such as instructor certification forms, to FAA evaluators when requested, unless otherwise prohibited by law.

#### **4.9.4 Contractor Initiated Instructor Performance Evaluations**

All Contractor initiated instructor evaluations shall also be made available to the FAA upon request.

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#### **4.9.5 Contractor Performance Deficiencies**

The FTLO shall notify the Contractor, in writing, of any Contractor employee whose performance does not meet FAA standards. The notification shall state the specific performance deficiency and the desired performance level. A reasonable amount of time, as determined by the FAA, shall be given to the Contractor to correct the deficiency. The Contractor shall, at its own expense, attempt to correct these deficiencies. A determination by the FTLO that the Contractor has been unable to correct the unsatisfactory performance of the contract employee in the time specified may result in the determination by the Contracting Officer, or authorized Contracting Officer's Technical Representative, that the employee is unsuitable for continuation in the job classification and unable to discharge the duties of employment. Performance standards for instructors shall include obtaining and retaining instructor certification whenever required, compliance with all

security and personnel suitability requirements and full adherence to those performance standards found in FAA Forms 3120-27 and 3120-28, contained in FAA Order 3120.25, Air Traffic Contract Training Administration.

#### **4.10 Instructor Training Certification**

All classroom instructors, laboratory instructors and RPOs, involved in qualification training shall be certified using the criteria outlined in subsequent paragraphs with certification completed within 60 calendar days of reporting for duty. If qualification training is anticipated to extend beyond 60 days after reporting for duty, a written waiver must be requested from the COTR.

##### **4.10.1 Classroom Instructor Certification Process**

Classroom instructor trainees shall be required to observe certified instructors in one full class in order to be eligible for certification, unless a written waiver is granted by the FTLO. Additionally, at least three lesson plans shall be taught by the instructor trainee with a certified instructor observing. The CSS shall notify the FTLO when an instructor trainee is ready for certification. The FTLO or FAA designee shall observe the instructor trainee for at least one hour to formally certify the instructor. Performance shall be documented and the CSS notified of the results. If certified, the instructor may now teach any classroom phase without the presence of another previously certified instructor. If the FTLO or FAA designee finds the instructor trainee to be deficient and unable to be certified, the Contracting Officer or authorized Contracting Officer's Technical Representative will issue a determination that the unsuccessful instructor trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

##### **4.10.2 Laboratory Instructor Certification Process**

Laboratory instructor trainees shall complete a sector rating test for each sector the instructor trainee will ultimately teach. Each test will be graded by the FTLO or FAA designee and must be passed with a score of at least 70%. The intent is to test the instructor trainee on information pertinent to sectors they will teach. Upon completion of the sector rating tests, the instructor trainee must complete a minimum of five familiarization simulation problems on each control

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sector they will teach. The total number of problems shall not exceed 20 per sector. The last simulation problem shall be no greater than 80% complexity and shall be evaluated by the FTLO or FAA designee. Additionally, the instructor trainee shall observe a certified instructor in the laboratory for one full class, unless a written waiver is granted by the FTLO. During this class the instructor trainee will administer at least five of the non-graded simulation problems with a certified instructor observing. The CSS shall notify the FTLO when the instructor trainee is ready for certification. The FTLO or FAA designee shall observe the instructor trainee for a minimum of one hour to formally certify the instructor. If certified, the instructor may now teach in the laboratory without the presence of another previously certified instructor. If the FTLO or FAA designee finds the instructor trainee to be deficient and unable to be certified, the Contracting Officer or authorized Contracting Officer's Technical Representative will issue a determination that the unsuccessful instructor trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

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Instructor trainees must be certified in each of the laboratories in which they will teach, i.e., non-radar, radar associate, and radar laboratories.

#### **4.10.3 Remote Pilot Operator (RPO) Certification Process**

Unless certified as an RPO at time of contract award, each new RPO shall complete area map study, letters of agreement, and strip marking exercises for each area of operation they will work. The RPO shall observe a certified RPO or an FAA employee performing RPO duties on a minimum of five simulated problems. The RPO trainee will receive on-the-job training (OJT) on at least five but no more than 20 additional problems. The CSS shall notify the FTLO when the RPO trainee is ready for certification. The FTLO or FAA designee shall observe the RPO trainee on one simulated problem of 80% complexity. Performance shall be documented and the CSS notified. If certified, the RPO may now operate the RPO position without a previously certified RPO being present. If the FTLO, or FAA designee, finds the RPO trainee deficient and unable to be certified, the Contracting Officer or authorized Contracting Officer's Technical Representative will issue a determination that the unsuccessful RPO trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

#### **4.11 Instructional Approach**

The Contractor shall use adult learning techniques for analysis, design, development, and implementation of training programs. This concept of training consists of the development and presentation of knowledge and skills in modes which emphasize that participants will be able to use the knowledge, skills, and abilities gained at the FAA on the job. The specific training outcomes and instructional objectives must closely reflect tasks and skills important to job performance.

##### **4.11.1 Instructional Systems Design (ISD)**

The Contractor shall use the Instructional Systems Design (ISD) approach for the presentation, development, and revision of all training materials as outlined in applicable FAA Orders, such as

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3000.22, Training. This requirement applies to all training delivery systems (e.g. written text, computer-based instruction, and video). The FTLO shall be the final approving authority for all local instructional materials developed or revised and such materials must be approved prior to use or incorporation into training or other programs.

**4.12 Transition To New Training Materials And Delivery Systems**

Due to the dynamic nature of the FAA training environment, the Contractor shall be required to transition to new training materials and delivery systems as they are implemented. Depending upon the nature of any new delivery system (such as laboratory equipment and ATC procedures), Contractor employees may be trained by FAA or non-FAA sources in full, or a cadre of Contractor employees may be trained to then train other Contractor or FAA employees as appropriate. The FAA shall notify the Contractor of any new training materials, delivery systems,

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and implementation schedules where the information has been deemed reliable.

**4.13 Seminars and Workshops**

As directed by the Contracting Officer or authorized Contracting Officer's Technical Representative, the Contractor shall develop and present or facilitate seminars, workshops and conferences to help foster efficiencies and improvements in individual and team performance.

**4.14 Student Progress**

Any student whose progress does not meet established FAA academic or behavioral standards shall be reported to the FAA for appropriate processing.

**4.15 Student Performance**

The Contractor shall measure student performance in accordance with the requirements stated in the applicable Instructional Program Guide. Any deviation from the minimum acceptable level of performance shall be reported to the FTLO for further processing.

**4.15.1 Authorization To Repeat Training**

The Contractor shall not authorize a student to repeat any type of training. Student requests to repeat any type of training must be directed to the FTLO for written approval.

**4.15.2 Student Progress Feedback**

The Contractor shall, at the end of each laboratory phase of training, send a progress report on

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each developmental to the FTLO describing the developmental's performance and identifying any potential problem areas. In addition, the Contractor shall report any developmental whose progress does not meet established FAA standards, as per the applicable IPG, to the FTLO. The Contractor shall prepare written documentation for the FTLO detailing the developmental's performance deficiencies. Contract instructors shall conduct routine individual student debriefing sessions for the purpose of identifying areas needing improvement and suggested methods for improvement. Formal developmental counseling shall be provided by FAA personnel as described in FAA Order 3120.4 Air Traffic Training.

**4.15.3 Nonacademic Counseling**

The Contractor shall refer students requesting sick/annual leave or students reporting problems in nonacademic areas such as Equal Employment Opportunity (EEO) and personal problems, to the FTLO.

**4.15.4 Evaluations By Students**

Utilizing a standardized student critique form, to be provided by the Government at contract award, the Contractor shall obtain input from participants in each training program. The responses from the participants shall be solicited by Contractor personnel, submitted directly to the FTLO for review, and then forwarded to the Contractor for further evaluation and/or corrective action as deemed appropriate by the FTLO. Critiques will be used in evaluating the quality of instruction provided, identifying problem areas, and assisting in measuring the relationship between the completed course instruction and subsequent training and/or actual job performance.

**4.16 Scheduling Of Government Provided Training For Contractor Employees**

The Contractor shall notify the authorized Contracting Officer's Technical Representative on an annual basis of those Contractor personnel in need of any Government provided training courses to ensure Contractor compliance with this SOW. Contractor training requirements shall include the anticipated number of persons requiring each particular course during the upcoming fiscal year and shall be provided to the authorized Contracting Officer's Technical Representative by April 1 for each fiscal year cycle beginning October 1. Requirements shall be updated quarterly, as necessary. The Contractor shall also indicate any adverse impact on contract performance arising from the unavailability of requested Government training courses.

**4.16.1 Training Quotas For Contractor Staff**

The Contractor shall request Government training in accordance with SOW paragraph 4.16, and the Government shall ensure sufficient quotas in FAA Academy-conducted training courses required by this SOW are available to meet the requirements of Contractor personnel whose requests have been properly submitted. Training requirements for Contractor staff in excess of those submitted under SOW paragraph 4.16 shall be accommodated based on class availability.

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**4.16.2 Recertification Required Due To Extended Absence**

The Contractor shall not bill as a direct charge to the contract any costs incurred for recertification of instructors due to extended absence through no fault of the Government, unless approved in advance by the Contracting Officer or authorized Contracting Officer's Technical Representative. The FTLO will determine what constitutes extended absence and if recertification of instructors is necessary on a case by case basis.

**4.17 Program Revisions**

**4.17.1 Training Programs**

During performance of the contract, the Contractor shall revise training programs as necessary to adjust for changes in FAA policies and procedures as well as from data developed from course evaluations. Required revisions shall be determined by the FAA. The time schedule and manner of implementation for revisions shall be determined by the FAA.

**4.17.2 Right To Revise Workload**

The FAA reserves the right to modify the amount of training to be provided in each of the specified training courses and study programs.

**4.18 Contractor Performance Travel**

The Contractor shall provide all funds required for Contractor personnel travel required for staff development and training. The Government will pay for all approved travel required to conduct FAA scheduled training, workshops, coordination meetings and conferences, and other FAA directed travel. The Contractor shall make all travel arrangements required for Contractor personnel travel. All travel of Contractor personnel shall be in accordance with Government travel regulations.

**4.19 Transition Periods**

**4.19.1 Initial Transition Period**

It is critical to the FAA to receive uninterrupted Air Traffic Instructional Services as defined by this SOW. Consequently, it is imperative that transition to performance under this SOW be accomplished in a well-planned, orderly, and efficient manner.

For purposes of this SOW, the initial transition period shall be defined as the period between contract award to total performance of all requirements, in this case no more than sixty (60) calendar days. The Government's transition requirements to provide for the orderly assumption of duties by Contractor personnel are listed below. The transition period is the time between



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contract award and the Contractor's ability to fully perform all requirements under this contract, but no later than 60 calendar days after contract award. All dates for the transition period schedule shown below are calendar days commencing the first Monday after contract award.

**Transition Period Schedule**

<b>EVENT</b>	<b>LOCATION</b>	<b>CALENDAR DAYS</b>
Initial Orientation for Contract Director and Contract Administrative Assistant	Oklahoma City, OK	NLT Day 7
Meetings to Evaluate Transition Activities	Oklahoma City, OK	NLT Day 15
Submit Resumes of Key Personnel and Instructors	Oklahoma City	NLT Day 30
Operational Orientation and Training for Contract Supervisory Personnel	Affected Facilities	NLT Day 60
Operational Orientation and Training for Contract Non-Supervisory Personnel	Affected Facilities	NLT Day 60
Commencement of Instructional Services Begins – Transition Completed	Affected Facilities	NLT Day 60
Review of Contractor Performance for All Contract Requirements	Oklahoma City, OK	NLT Day 75

The Contractor shall execute the phase-in transition period in accordance with the schedule shown above, unless otherwise approved by the Contracting Officer. The Government will provide a transition team, headed by the authorized Contracting Officer's Technical Representative, to provide technical and administrative orientation to Contractor personnel, familiarize Contractor personnel with required services, and provide other guidance and assistance which is mutually identified by the Government and the Contractor.

The Initial Transition Plan shall cover a 75 calendar day period commencing from the first Monday following contract award. During this period, the previous contract and this contract

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will overlap. The transition period for a given function will end when the newly selected Contractor assumes full responsibility and accountability for performance of the specific functions from the incumbent Contractor. During this transition period, the Contract Director employed by the newly selected Contractor shall identify the requirements of each designated position from the incumbent Contractor personnel, including: daily routine, data requirements, reporting requirements, project history pertaining to the function, and other key information required to meet the overall requirements of the positions. Transition of responsibility and accountability shall be accomplished at all levels of the work force, beginning with the lowest levels and finishing with the highest.

**4.19.2 Transition Period For Additional Facilities**

The Contractor shall also be required to submit, upon written request by the authorized Contracting Officer's Technical Representative, a Transitional Implementation Plan (TIP) for conducting training and training related services at each additional facility or satellite facility which the Government is authorized and may elect to add to this effort as per SOW paragraph 8.1.2.3. The Contractor shall be given at least 15 calendar days to produce the TIP. Although the FAA may be considering contract training at one or more additional facilities or satellite facilities, the TIP will be subject to the approval of the Contracting Officer, and is in no way to be considered approval to commence planning and/or training at any additional facility or satellite facility. The TIP shall address the following:

1. Establishment of an orderly and effective process for transitioning the required services,
2. The acquisition, orientation, and assignment of qualified personnel to the contract in a timely manner, and
3. The assumption of the responsibility for providing instructional training services without deterioration of any training services currently provided to the facility or satellite facility.
4. The specific date by which the Contractor anticipates assuming the requirements in SOW Section 8.0, in full, at the additional facility or satellite facility.

If the FAA elects to commence contract training at additional facilities or satellite facilities, the approved TIP for each additional location will be incorporated as part of this contract.

**4.20 Phase-Out Activities**

At the conclusion of any performance period, including option periods or extensions, the services provided under this SOW may be awarded to another Contractor. The Contractor in place shall be required to assist in the phase-in activities required for any subsequent Contractor.

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**4.21 Input And Suggestions**

Contractor personnel will be involved in many aspects of ATC training on a daily basis. For this reason, the Contractor shall keep the FTLO advised of any perceived deficiencies which would have a negative impact on the facility or national training program. The FAA also encourages any and all suggestions intended to improve the quality of training; input concerning proposed airspace, procedural, and equipment changes; and the perceived impact of new procedures or new equipment on existing training programs. While such input is most welcome, the Contractor shall not charge the Government to develop proposals, or any other training materials designed to address these perceived problems, unless specifically requested by the Contracting Officer, authorized Contracting Officer's Technical Representative, or FTLO, and such work is clearly within the scope of this SOW.

**4.22 Observance of Legal Holidays and Administrative Leave**

Contractor personnel shall not be required to work on holidays, unless directed by the FTLO and agreed upon at a national level by the authorized Contracting Officer's Technical Representative. The following is a list of U.S. Federal holidays:

- a. New Year's Day, January 1
- b. Martin Luther King's birthday, the third Monday in January
- c. President's Day, the third Monday in February
- d. Memorial Day, the last Monday in May
- e. Independence Day, July 4
- f. Labor Day, the first Monday in September
- g. Columbus Day, the second Monday in October
- h. Veteran's Day, November 11
- i. Thanksgiving Day, the fourth Thursday in November
- j. Christmas Day, December 25
- k. Any other day designated by Federal statute, executive order, or Presidential proclamation.

Adverse weather conditions or national emergencies may require the facility to reduce its personnel requirements to only those who are operationally necessary. Normally, training personnel will not fall into this category and the FAA will not pay the Contractor compensation for such days of reduced staffing.

In the event a national emergency requires Contractor assistance on national holidays,

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notification will be made by the authorized Contracting Officer's Technical Representative.

**5.0 GOVERNMENT-FURNISHED FACILITIES, EQUIPMENT, SUPPLIES AND SERVICES**

**5.1 Government Site**

The Government shall provide space and furnishings, utilities, and telephone service to carry out contract performance on-site at Government facilities.

The Government shall provide all classrooms, equipment, furnishings and supplies necessary for the Contractor to conduct classes in residence at the FAA. The Contractor will establish and enforce procedures which will safeguard and prevent unofficial or unauthorized use of all Government-furnished property within its control. Procedures established shall comply with existing agency security regulations.

**5.1.1 Course Supplies**

The Government shall provide all supplies necessary for the performance of this contract, including paper, pencils, pens, marking pens, binders for class materials, videotapes, and other items considered as reasonably necessary.

**5.2 Contractor Site**

The Government shall not provide space and furnishings, utilities, telephone service, or any other supplies for the Contractor's off-site project management office.

**6.0 REPORTS**

**6.1 Monthly Progress and Cost Report**

The Contractor shall submit to both the Contracting Officer and authorized Contracting Officer's Technical Representative (one copy each) a combined monthly progress and cost report with each invoice submitted for payment. The Contractor will be required to establish a management information and reporting system that accurately generates all required data and enables the Government to track contract progress and cost performance.

The report is due by the 20th of the month following the completion of a calendar month (i.e., the report for the month of January is due NLT February 20). The report shall include the following information regarding the task requirements detailed in SOW Section 8.0:

- a. A monthly compilation of labor hours and dollars, expended by labor category within each task requirement, at each facility site,

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- b. A contract wide compilation of all hours and dollars expended for the month by labor category within each task requirement,
- c. A cumulative year to date compilation of labor hours and dollars, expended by labor category within each task requirement, at each facility site,
- d. A cumulative year to date contract wide compilation of all hours and dollars expended by labor category within each task requirement,
- e. Monthly and cumulative to date totals of actual expenditures for travel, equipment, supplies and purchases and;
- f. Any anticipated or actual problems encountered in performing the work.
- g. Monthly status information update for each facility, which includes the total number of developmentals, the number of new developmental inputs to date; the distribution of developmentals in each phase of training; and developmental withdrawals and failures.

## **6.2 Quality Control Plan**

The Contractor shall also be required to submit one copy of a final Quality Control Plan to the Contracting Officer within 60 calendar days after contract award. This final plan shall include all changes, if any, required from the review of the initial plan during the proposal evaluation phase. Upon acceptance of the final Quality Control Plan by the Contracting Officer, no further changes shall be made to this plan by the Contractor without the prior written approval of the Contracting Officer. The Contractor shall also be required to update the plan on an annual basis.

## **6.3 Transition Plans**

The Contractor shall also be required to submit one copy of the Initial Transition Plan to the Contracting Officer within 15 calendar days after contract award. This plan shall include all changes, if any, required from the review of the plan during the proposal evaluation phase. Upon acceptance of the Initial Transition Plan by the Contracting Officer, no further changes shall be made to this plan by the Contractor without the prior written approval of the Contracting Officer. In accordance with SOW Section 4.19.2, the Contractor shall also be required to submit, upon written request from the Contracting Officer's Technical Representative, a Transitional Implementation Plan for conducting training and training-related services at each additional facility or satellite facility.

## **6.4 Format**

Contractor format is acceptable for reports required by SOW Section 6.0

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## **7.0 MEETINGS/CONFERENCES**

### **7.1 Meetings**

When necessary, meetings shall be held by the FAA and Contractor to ensure efficient, effective contract performance and to seek resolution of problems throughout the life of the contract. The Contractor shall submit prior to the meetings, any discussion topics which are considered priority matters.

### **7.2 Annual National Conference**

Upon written approval by the authorized Contracting Officer's Technical Representative, the Contractor may conduct one national conference per contract year for the Contractor Site Supervisors. This conference shall be at the expense of the FAA, and may be conducted jointly with a FAA training conference, if requested by the authorized Contracting Officer's Technical Representative. Contractor invited attendees, other than the Contract Director, Contract Administrative Assistant and Contractor Site Supervisors, shall travel and attend the conference at the Contractor's expense.

## **8.0 SPECIFIC TASKS**

### **8.1 Scope**

The Contractor will provide all qualified personnel necessary to administer and conduct the training and other activities addressed in Section 1.0 of this SOW.

#### **8.1.1 General**

Specific tasks are defined in the following functional areas and shall be performed in accordance with the standards presented in the referenced paragraphs of this SOW.

<b>Task</b>	<b>Description</b>	<b>Reference Paragraph</b>
Task A	Contract Management and Administrative Support	8.2
Task B	Classroom and/or Simulation Qualification Training	8.3
Task C	Pilot Education Program – Operation Rain Check	8.4
Task D	Cooperative Education Program	8.5
Task E	Proficiency Training	8.6

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Task F	Development and Maintenance of Air Traffic Training and Related Materials	8.7
Task G	Additional Services	8.8
Task H	Remote Pilot Operator (RPO) Training and Personnel	8.9
Task I	Computer Based Instruction (CBI) Administration and Training	8.10

### **8.1.2 Time and Location of Performance**

Contract personnel shall be expected to perform work under this SOW normally between the hours of 8:00 a.m. and 5:00 p.m., local time, during regular workdays of the week, Monday through Friday. See Clause H.16 entitled "Overtime".

#### **8.1.2.1 Work at Contractor Site**

The Contract Director and Contract Administrative Assistant are required to work at a facility furnished by the Contractor. No Government facilities or equipment will be provided for these Contractor personnel.

#### **8.1.2.2 Work at Designated Government Facilities**

Unless additional facilities are designated as authorized under SOW paragraph 8.1.2.3, or unless otherwise directed by the authorized Contracting Officer's Technical Representative, all work shall be performed at locations as designated in SOW Appendix 1 – List of Facilities and Satellite Facilities. Work shifts shall be determined by the FTLO for each requirement or duty described in this SOW as operational needs dictate. The majority of instructional services are conducted during a "day" shift, such as the 7:00 AM to 3:30 PM shift or 8:00 AM to 4:30 PM shift, Monday through Friday. The exact shift may vary for each site, and Contractor personnel may be required to work other shifts between 0:00 AM and 12:00 Midnight, Sunday through Saturday, as directed by the COTR.

#### **8.1.2.3 Additional Facilities**

The Contractor shall be prepared to provide task requirements per SOW Section 8.0, at additional FAA facilities or satellite facilities as required by the FAA. The FAA will notify the Contractor at least 30 calendar days prior to adding any facility or satellite facility and the Contractor shall submit a transitional implementation plan, in accordance with SOW paragraph 4.19.2, outlining the proposed process to accomplish the transition.

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**8.2 TASK A - Contract Management And Administrative Support**

**8.2.1 Provide Off-Site National Contract Management**

The Contractor shall provide a full-time Contract Director at a location within a thirty (30) mile radius of the Mike Monroney Aeronautical Center, Oklahoma City, OK. The Contract Director shall be responsible for all Contractor work performed under this SOW, and shall have full authority to act on behalf of the Contractor at each affected facility or satellite facility. The Contractor shall provide a Contract Administrative Assistant, located with the Contract Director, to assist in the daily operations and management of this contract. The Contract Director, and Contract Administrative Assistant will not be provided Government furnished office space, office equipment, or office supplies.

The Contract Director's counterpart and FAA point of contact at the Mike Monroney Aeronautical Center is the authorized Contracting Officer's Technical Representative.

The Contractor shall notify the Contracting Officer 60 calendar days in advance of any proposed personnel change involving the Contract Director in accordance with the Key Personnel Clause in Section H. This advance notification is not required if the personnel change is the result of a Government request for removal due to unacceptable performance or resignation, although all other provisions of Section H will apply.

**8.2.2 Personnel Qualifications**

**8.2.2.1 Contract Director**

The Contract Director shall have a minimum of 10 years experience in FAA air traffic control. At least five (5) years of that experience shall have been at a second level supervisory/managerial position. In addition, the Contractor shall consider a candidate's experience in federal contract management or other related fields. This includes, but is not limited to, the candidate's educational training and experience in business management.

The Contract Director shall meet the following employment criteria:

Experience - No fewer than five years experience in the management of a small to medium sized organization (25 - 100 employees). Preference may be given to candidates who have specialized experience according to the following priority:

- a. Management of a non-technical training organization.
- b. Management of a technical training organization.
- c. Management of other than a training organization.

Education - At least a Master's Degree in business administration, management, public



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administration, or a concentration allied with management of a small to medium sized organization (25 - 100 employees) from an accredited institution, or equivalent professional experience.

Special Qualifications - A demonstrated ability to deal with members of management, sub-contractors, and various vendors is considered essential. The FAA also considers it essential that

the Contractor's off-site Contract Director have full authority to manage the day-to-day Contractor operations and the authority to represent the Contractor in dealings with the Contracting Officer or authorized Contracting Officer's Technical Representative.

**8.2.2.2 Personnel Qualifications, Contract Administrative Assistant**

As a minimum, the Contract Administrative Assistant shall have the following skills and experience:

- a. Minimum of three years operating Windows and associated Microsoft Office applications, including, but not limited to: MS Word, Excel, PowerPoint, Access, etc.
- b. Capability to enter and extract information from designated Government database programs as required by the FTLO or authorized Contracting Officer's Technical Representative.
- c. Ability to format and produce high-quality and error free documents in response to program requirements.
- d. Strong interpersonal skills and the ability to work independently.

**8.2.3 Provide Onsite Contract Oversight And Support Staff**

Unless otherwise directed by the Contracting Officer, the Contractor shall maintain a full time office at each facility. This office shall be used to perform managerial, supervisory, and administrative functions including, but not limited to: work assignments, payroll records, leave records, scheduling, recruitment, budgeting, and preparation of contractually required reports. The Contractor is not required to maintain a full time office at satellite facilities.

The Contractor shall furnish all supervisory and administrative personnel required to effectively perform the work described in this SOW, as well as those supervisory and administrative personnel necessary to oversee and manage the performance efforts to ensure timely and professionally delivered results. The Contractor shall account separately for personnel hours

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expended for ongoing administrative time spent supervising Contractor employees, compiling reports and forms, and performing other administrative work directly related to this contract, from time spent actually performing other tasks delineated in the SOW.

**8.2.3.1 Contractor Site Supervisors (CSS)**

The Contractor shall designate a full-time qualified, working CSS for each identified facility to ensure contract compliance. The CSS for each facility will also ensure contract compliance for all satellite facilities for which the facility has oversight. Each CSS shall have full authority to act on behalf of the Contract Director. Each CSS shall be a working supervisor, dedicating no more than fifty percent (50%) of billable hours to Tasks B through I. Each CSS shall dedicate no less than fifty percent (50%) of billable hours for the daily supervision of contract work including, but not limited to: scheduling instruction, report preparation, payroll records, leave records, etc. CSS personnel will also be considered key personnel and fall under the provisions of the Key Personnel Clause in Section H.

**8.2.3.1.1 Personnel Qualifications, Contractor Site Supervisor (CSS)**

As a working supervisor, CSS personnel shall meet all instructor qualifications as listed in SOW Section 8.2.1, and have a minimum of five (5) years CPC air traffic control experience in the type(s) of air traffic control facility which they will supervise.

**8.2.3.1.2 Training**

All CSS's shall successfully complete the Facility Training Administration Course (Course 50310) as soon as quotas become available. CSS's assigned to ATC instructional requirements shall be required to complete successfully Facility Instructor Training (Course 10501). In addition, CSS's involved in qualification phases of training shall complete the certification process for instructors outlined in SOW Section 4.10. The requirements for courses 10501 and 50310 may be waived in writing by the FAA, if the supervisor has previously completed the courses. These courses will be furnished by the FAA at no tuition cost to the Contractor.

**8.2.4 Provide On-Site Administrative Support**

The Contractor shall provide administrative personnel at each facility to support all work generated by Contractor personnel in the accomplishment of the requirements delineated in this SOW.

**8.2.4.1 Personnel Qualifications, Administrative Assistant**

Special Qualifications: Personnel shall have the following skills and experience:

- a. Minimum of three years operating Windows and associated Microsoft Office

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applications, including, but not limited to: MS Word, Excel, PowerPoint, Access, etc.

b. Capability to enter and extract information from designated Government database programs as required by the FTLO or authorized Contracting Officer's Technical Representative.

c. Ability to format and produce high-quality and error free documents in response to program requirements.

d. Strong interpersonal skills and the ability to work independently.

### **8.2.5 Contractor Performance**

Contractor personnel performance shall be evaluated as per SOW Section 4.9.

### **8.3 TASK B - Classroom and/or Simulation Qualification Training**

The Contractor shall furnish all supervisory, instructional, and administrative staff required to administer classroom and/or simulation phases of qualification training for the en route and terminal training programs. Additionally, this requirement shall include maintaining the automated tracking system and submission of all required Civil Aeromedical Institute (CAMI) tracking forms. Course objectives, training outcomes, and subjects to be taught under this requirement are contained in the EnRoute and Terminal Instructor Program Guides. The Contractor shall adhere to all established course outlines, lesson plans, and procedures contained in the appropriate IPGs. The length of each phase of classroom and simulation training is also contained in each appropriate IPG. Classroom instruction, briefing presentations, and/or testing may also involve other subjects related to air traffic control, and shall be assigned at the discretion of the FTLO. Contractor instructional and supervisory staff shall assist and augment an FAA cadre of instructors, supervisors, and managers, if any, in the conduct and administration of all courses as directed by the FTLO.

#### **8.3.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)**

ATC instructors shall primarily conduct classroom and laboratory simulation training for developmental students, as well as proficiency training for current ATCS personnel. Instructors shall have a minimum of five (5) years CPC air traffic controller experience in an air traffic control facility (e.g. Air Route Traffic Control Center (ARTCC), Airport Traffic Control Tower (ATCT), Terminal Radar Approach Control (TRACON), within the ATC option for which application is made. Terminal experience must have been at a like-type facility. For example, limited radar cab experience does not qualify as radar experience for a TRACON.

##### **8.3.1.1 Training**

All Contractor ATC instructors shall be required to complete successfully Facility Instructor

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Training (Course 10501). This course will be furnished by the FAA at no tuition cost to the Contractor. The requirement may be waived in writing by the FAA if an individual has previously completed the course. Failure to complete successfully Course 10501 may result in a request from the FAA for removal of the employee from the labor category. Since Contractor ATC instructors are directly involved in various phases of qualification training for developmental air traffic control specialists, they must be certified to teach these phases of training. The certification process outlined in SOW Section 4.10 shall be utilized. Individuals previously certified, whose certification remains current as of the date of contract award, shall be considered certified. In addition, instructors who were employed by the FAA within the 3 month period immediately prior to being hired by the Contractor, and who worked as an operational air traffic controller/supervisor in the area of operation in which the individual will instruct, shall also be considered certified as laboratory instructors. Any other exceptions to the certification process shall be coordinated with and approved by the authorized Contracting Officer's Technical Representative in advance.

**8.3.1.2 Additional Instructor Qualifications**

**8.3.1.2.1 Curriculum Development Training**

All Contractor personnel who are assigned to curriculum development activities must have actual work experience in curriculum development for instruction delivery to adults.

**8.3.1.2.2 FAA Curriculum Approval**

The FTLO will monitor the curriculum development effort and approve the training plan, instructional materials, training aids, and methodology, including strategy and techniques, prior to classroom use.

**8.3.2 Deliverable Product**

Completion of each required phase of classroom instruction and simulation training, in accordance with applicable IPGs and documented by required management reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

**8.3.3 Schedule**

The schedule for completion of training elements under this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

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**8.3.4 Instructor/Class Ratio**

**8.3.4.1 Classroom**

One instructor is normally required, regardless of the number of students. However, a second instructor may be used if approved in advance by the FTLO.

**8.3.4.2 Simulation**

One instructor per area of operation being taught in a particular class; or one instructor certified in all areas of operation being taught in a particular class. The total number of instructors required will be determined on a case-by-case basis by the FTLO and assigned by the CSS.

**8.3.5 Class Schedules/Assignments**

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

**8.3.6 Class Lead Instructor**

Some phases of training may involve multiple instructors per class, depending on the number of students in the class. In this case, the Contractor shall ensure that one of the instructors assigned to the class is also designated as the lead instructor for the class.

**8.3.7 Student Performance**

Evaluation of student performance will be in accordance with applicable IPGs, FAA orders, and evaluation tools (e.g., written tests or graded ATC problems) and shall be performed only by FAA or Contractor certified instructors.

**8.3.8 Course Materials**

The FAA shall provide the Contractor with all administrative supplies and course materials as required.

**8.3.9 Student Counseling**

Contract instructors shall adhere to SOW Section 4.15 concerning counseling of students.

**8.4 TASK C - Pilot Education Program – Operation Rain Check**

The Contractor shall furnish all supervisory, instructional, and administrative staff required to

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conduct the Air Traffic familiarization course entitled Operation Rain Check. This course is designed for all pilots who either has or are aspiring toward obtaining an instrument rating. The Contractor shall adhere to all procedures, course objectives, training outcomes and subjects to be taught under this requirement as delineated in FAA Order 7230.16. Contractor instructional and supervisory staff shall assist and augment an FAA cadre of instructors, supervisors and managers, if any, in the conduct and administration of all courses as directed by the FTLO.

**8.4.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)**

Personnel qualifications as defined in SOW Section 8.3.1.

**8.4.2 Deliverable Product**

The successful administration of the Pilot Education Program – Operation Rain Check, in accordance with the prescribed FAA Order 7230.16 and as documented by managerial reports in Section 6.0, shall constitute the deliverable products under this requirement.

**8.4.3 Schedule**

The schedule for completion of this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

**8.4.4 Instructor/Class Ratio**

**8.4.4.1 Classroom**

One instructor is normally required, regardless of the number of students. However, additional instructors may be used if approved in advance by the FTLO.

**8.4.5 Class Schedules/Assignments**

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

**8.5 TASK D - Cooperative Education Program**

The Contractor shall furnish all supervisory, instructional, and administrative staff required to administer the Cooperative Education Program and submission of all required CAMI tracking forms. Course objectives, training outcomes, and subjects to be taught under this requirement are contained in the Cooperative Education Program Package, to be provided by the FAA. The Contractor shall adhere to all established course outlines, lesson plans, and procedures contained

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in that program package. Classroom instruction, briefing presentations, and/or testing may also involve other subjects related to air traffic control, and shall be assigned at the discretion of the FTLO. Instructional and supervisory staff shall assist and augment an FAA cadre of instructors, supervisors, and managers, if any, in the conduct and administration of all courses as directed by the FTLO.

**8.5.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)**

Personnel qualifications as stated in SOW Section 8.3.1.

**8.5.2 Deliverable Product**

The successful administration of the Cooperative Education Program, in accordance with the prescribed IPG and as documented by managerial reports in SOW Section 6.0 shall constitute the deliverable products under this requirement.

**8.5.3 Schedule**

The schedule for completion of this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

**8.5.4 Instructor/Class Ratio**

**8.5.4.1 Classroom**

One instructor is normally required, regardless of the number of students. However, a second instructor may be used if approved in advance by the FTLO.

**8.5.4.2 Simulation**

One instructor per area of operation being taught in a particular class; or one instructor certified in all areas of operation being taught in particular class. The total number of instructors required will be determined on a case-by-case basis by the FTLO and assigned by the CSS.

**8.5.5 Class Schedules/Assignments**

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

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**8.5.6 Class Lead Instructor**

Some phases of training may involve multiple instructors per class, depending on the number of students in the class. In this case, the Contractor shall ensure that one of the instructors assigned to the class is also designated as the lead instructor for the class.

**8.5.7 Student Performance**

Evaluation of student performance will be in accordance with applicable IPGs, FAA orders, and evaluation tools (e.g., written tests or graded ATC problems) and shall be performed only by FAA or Contractor certified instructors.

**8.5.8 Course Materials**

The FAA shall provide the Contractor with all administrative supplies and course materials as required.

**8.5.9 Student Counseling**

Contract instructors shall adhere to SOW Section 4.15 concerning counseling of students.

**8.6 TASK E - Proficiency Training**

The Contractor shall furnish all administrative, supervisory, and instructional staff required to administer the proficiency training program at each facility, as tasked by individual NTRs. Proficiency training consists of supplemental, refresher, and remedial training, as defined by FAA Order 3120.4, Air Traffic Training, and is to be developed and taught in accordance with that order. Course objectives, training outcomes, and subjects to be taught in these courses are contained in individual facility training directives, remedial training letters provided to the employee, or in course materials supplied for supplemental training. The Contractor shall adhere to all established course outlines, lesson plans, and procedures contained in FAA Order 3120.4, as well as any specific facility generated proficiency training directives. The length of each phase or type of proficiency training is contained in facility training directives, remedial training letters, or in course materials supplied for supplemental training. Classroom instruction, briefing presentations, and/or testing may also involve other subjects related to air traffic control, and shall be assigned at the discretion of the FTLO. Instructional and supervisory staff shall assist and augment an FAA cadre of instructors, supervisors, and managers, if any, in the conduct and administration of all courses as directed by the FTLO.



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**8.6.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)**

Personnel qualifications as defined in SOW Section 8.3.1.

**8.6.2 Deliverable Product**

Successful completion of proficiency training requirements and the daily administration of the facility proficiency training program, as prescribed by FAA Orders and facility procedures and documented by managerial reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

**8.6.3 Schedule**

The schedule for completion of this requirement will be as delineated by NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

**8.6.4 Instructor/Class Ratio**

**8.6.4.1 Classroom**

One instructor is normally required, regardless of the number of students. However, a second instructor may be used if approved in advance by the FTLO.

**8.6.4.2 Simulation**

One instructor per area of operation being taught in a particular class; or one instructor certified in all areas of operation being taught in particular class. The total number of instructors required will be determined on a case-by-case basis by the FTLO and assigned by the CSS.

**8.6.5 Class Schedules/Assignments**

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

**8.6.6 Class Lead Instructor**

Some phases of training may involve multiple instructors per class, depending on the number of students in the class. In this case, the Contractor shall ensure that one of the instructors assigned to the class is also designated as the lead instructor for the class.

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**8.6.7 Student Performance**

Evaluation of student performance will be in accordance with applicable IPGs, FAA orders, and evaluation tools (e.g., written tests or graded ATC problems) and shall be performed only by FAA or Contractor certified instructors.

**8.6.8 Course Materials**

The FAA shall provide the Contractor with all administrative supplies and course materials as required.

**8.6.9 Student Counseling**

Contract instructors shall adhere to SOW Section 4.15 concerning counseling of students.

**8.7 TASK F - Development And Maintenance Of Air Traffic Training And Related Materials**

The Contractor shall furnish personnel necessary to assist and augment a cadre of FAA personnel in the development and maintenance of air traffic training and other related materials. This may include, but is not limited to, conventional (written text), interactive video delivery instructional media, oral presentations, and DYSIM/ETG scenarios. Revision and development work will be assigned by the FTLO. Contract ATC instructors, not involved in other training due to varying class schedules, may be assigned duties under this requirement.

**8.7.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)**

Personnel qualifications as defined in SOW Section 8.3.1.

**8.7.2 Deliverable Product**

The successful revision of air traffic training courses through ongoing development and maintenance of classroom instruction, simulations, and other related materials, as documented by managerial reports in SOW Section 6.0 shall constitute the deliverable products under this requirement.

**8.7.3 Schedule**

The schedule for completion of this requirement will be as delineated by NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

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**8.7.4 Objective**

The Contractor shall be required to develop, revise, and/or maintain conventional training materials, interactive video delivery format training materials, DYSIM/ETG scenarios, and other training materials for the National Air Traffic Training Program. Some of the materials may require validation by the Contractor, and all course materials are subject to approval by the FTLO prior to implementation. All technical course materials shall be reviewed for technical accuracy and instructional compatibility by the FTLO, or authorized designee, prior to implementation.

These training materials include, but are not limited to:

- a. DYSIM/ETG scenarios
- b. Briefing packages on subjects assigned by the FTLO
- c. Lesson Plans
- d. Visual Aids
- e. Handouts/Workbooks
- f. Proficiency Tests
- g. Facility Rating Tests
- h. Training related memos, orders, and notices

**8.7.5 Instructor Performance**

Instructor performance shall be evaluated as per SOW Section 4.9.

**8.7.6 Revision/Development Method**

The contract revision and development staff shall develop/revise/maintain training materials using the methodology and procedures contained in FAA-STD-028, FAA Order 3000.22, appropriate IPGs and FAA Order 3120.4. Exceptions to the requirements of these documents will be at the discretion of the FTLO.

**8.7.7 Training Materials Contents And Outcomes**

Contents and outcomes of developed/revise/maintained/updated training materials are specified in the applicable course control documentation, i.e., training development plan (TDP), course design guide (CDG), and/or course report, or as directed by the FTLO. The appropriate course control documentation shall be supplied by the FAA. (FAA Order 3000.22 applies).

**PART I – THE SCHEDULE**  
**SECTION C – SCOPE OF WORK**

**8.7.8 Course Materials**

The FAA shall maintain and provide the Contractor with administrative supplies and reference materials for use in performance of this requirement.

**8.8 TASK G - Additional Services**

Unless otherwise prohibited by this SOW, all Contractor personnel may be required to perform additional services not delineated in other paragraphs of SOW Section 8.0, but that would be appropriate for individuals with the stated personnel qualifications and which are neither inherently governmental functions nor performed as personal services. The need and appropriateness of additional services will be determined by the FTLO, and assigned to Contractor personnel by the CSS. The FAA will attempt to provide five (5) working days advance notice of the need to provide additional services to facilitate Contractor employee scheduling.

**8.8.1 Deliverable Product**

The successful completion of the additional services delineated in SOW paragraph 8.8, in accordance with prescribed FAA policy/procedures and as documented by managerial reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

**8.8.2 Schedule**

The schedule for completion of this requirement will be as delineated by NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

**8.8.3 Contractor Performance**

Contractor personnel performance shall be evaluated as per SOW Section 4.9.

**8.9 TASK H - Remote/Pilot Operator (RPO) Training And Personnel**

The Contractor shall furnish remote/pilot operator (RPO) training for FAA individuals assigned RPO duties and when requested by the FTLO, provide remote pilot operators during laboratory scenarios. Contract RPO staff shall also assist and augment FAA personnel, if any, in administering and developing laboratory simulation training (e.g. DYSIM/ETG). Course objectives, training outcomes, and subjects to be taught in DYSIM/ETG phases are contained in the appropriate En Route and Terminal IPGs.

PART I – THE SCHEDULE  
SECTION C – SCOPE OF WORK

**8.9.1 Personnel Qualifications, Remote Pilot Operators (RPO)**

Selections of the best-qualified individuals shall be made based on factors such as previous work experience and aviation background. Experience as an RPO, air traffic control specialist, or pilot is highly desirable.

**8.9.1.1 Training**

RPOs shall be certified since RPO's are involved in phases of qualification training for developmental air traffic control specialists. The certification process for RPO's outlined in SOW Section 4.10.3 shall be used. The certification process may be waived by the authorized Contracting Officer's Technical Representative if an RPO was previously certified as an RPO, air traffic control specialist, or has other acceptable related aviation experience.

**8.9.2 Deliverable Product**

Completion of each required phase of RPO instruction, laboratory simulation scenarios, or development of new/revised simulation training tools, in accordance with IPGs and other FAA prescribed procedures and as documented by managerial reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

**8.9.3 Schedule**

The schedule for completion of training elements under this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided that any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

**8.9.4 RPO/Class Ratio**

The number of RPOs will vary by facility and shall be determined by the FTLO. In the en route environment, 1-3 RPOs per DYSIM scenario are usually required. In the terminal environment, 2-6 RPOs may be needed per ETG scenario. Master class schedules shall be used to determine how many RPOs will be needed for each class.

**8.9.5 Class Schedules/Assignments**

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

**PART I – THE SCHEDULE**  
**SECTION C – SCOPE OF WORK**

**8.9.6 RPO Performance**

RPO performance shall be evaluated as per SOW Section 4.9.

**8.10 TASK I - Computer Based Instruction (CBI) Administration and Training**

The Contractor shall supply Computer Based Instruction Administrators (CBIA) to conduct CBI at each facility or satellite facility as directed by the authorized Contracting Officer's Technical Representative. As required by the Contracting Officer's Technical Representative, the Contractor shall assign a single CBIA to serve as the national liaison for all CBIA's. Each CBIA shall be responsible for facility or satellite facility CBI training, administration, and instruction, including development assistance for locally specific CBI lesson plans, and will be guided by the principals of FAA Order 3120.4 Air Traffic Training. Course objectives, training outcomes, and subjects to be taught utilizing CBI are contained in the appropriate IPGs and FAA Order 3000.22 - Training.

**8.10.1 Personnel Qualifications, Computer Based Instruction Administrator (CBIA)**

The nature of CBIA work involves teaching CBI methods and usage to others. Therefore, each CBIA shall possess a minimum of 3 years experience as an instructor in the information technology field at the high school level or above, or a minimum of 3 years progressive information technology experience utilizing various types of computer hardware, software, and associated peripheral equipment. These requirements may be waived by the authorized Contracting Officer's Technical Representative if the individual has previously been employed as a CBI Administrator at an ATC facility.

**8.10.1.1 Training**

Each Contractor CBIA shall successfully complete Facility Instructor Training (Course 10501). This course will be provided at no tuition cost to the Contractor. CBIA shall also successfully complete any additional courses, as required by the FAA, due to changes in CBI hardware or software. All courses will be provided at no tuition cost to the Contractor. These training requirements may be waived by the authorized Contracting Officer's Technical Representative if an individual has previously been employed as a CBI administrator for an ATC facility. These requirements may also be considered for waiver by the authorized Contracting Officer's Technical Representative on a case by case basis at the request of the Contractor.

**8.10.2 Deliverable Product**

The successful completion of CBI training and the administration of the Computer Based Instruction Program at each designated facility or satellite facility, in accordance with prescribed IPGs/FAA Orders and as documented by managerial reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

**PART I – THE SCHEDULE**  
**SECTION C – SCOPE OF WORK**

**8.10.3 Schedule**

The schedule for completion of this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided that any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

**8.10.4 Conversion Of CBI Training Materials**

As directed by the FTLO, the Contractor shall also assist in the conversion of training materials developed in conventional format to CBI formats. The Contractor, if requested by the FTLO, shall also assist in the conversion of training materials previously developed in the CBI format to new CBI formats required to fully utilize changing CBI technology.

**8.10.5 Instructor/Facility Ratio**

Generally, one (1) CBI Administrator per facility, unless otherwise approved in writing by the authorized Contracting Officer's Technical Representative.

**8.10.6 Class Schedules/Assignments**

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

**8.10.7 CBI Administrator Performance**

CBI Administrator performance shall be evaluated as per SOW Section 4.9.

**8.10.8 Course Materials**

The FAA Academy shall provide the Contractor with all administrative supplies and course materials necessary to conduct CBI training and development assistance.

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# APPENDIX 1

## LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **F**

Location Identifier: **C90**

Chicago TRACON

1100 Bowes Road

Elgin, IL 60123

Facility (F) or Satellite (S): **F**

Location Identifier: **DFW**

Dallas/FortWorth TRACON

P.O. Box 610368

Dallas Airport, TX 75261

Facility (F) or Satellite (S): **S**

Location Identifier: **DFW-ABI**

Abilene ATCT

2909 West Access Drive

Abilene, TC 79602

Facility (F) or Satellite (S): **S**

Location Identifier: **DFW-ACT**

Waco ATCT

Regional Airport, Terminal Building

2909 Airport Road

Waco, TX 76708

Facility (F) or Satellite (S): **S**

Location Identifier: **DFW-DAL**

Dallas Love ATCT

Love Field

8100 Aviation Place

Dallas, TX 75235

Facility (F) or Satellite (S): **F**

Location Identifier: **N90**

New York TRACON

1515 Stewart Avenue

Westbury, NY 11590

Facility (F) or Satellite (S): **F**

Location Identifier: **NCT**

Northern California TRACON

11375 Douglas Road

Mather, CA 95655

Facility (F) or Satellite (S): **F**

Location Identifier: **O90**

Bay TRACON

1029 Grumman Street

Oakland, CA 94621

Facility (F) or Satellite (S): **F**

Location Identifier: **ZAB**

Albuquerque ARTCC

8000 Louisiana Blvd., N.E.

Albuquerque, NM 87109

Facility (F) or Satellite (S): **S**

Location Identifier: **ZAB-ABQ**

Albuquerque ATCT

2800 Kirtland Avenue

Albuquerque, NM 87117

Facility (F) or Satellite (S): **F**

Location Identifier: **SCT**

Southern California TRACON

9175 Kearney Villa Rd.

San Diego, CA. 92145

Facility (F) or Satellite (S): **F**

Location Identifier: **ZAU**

Chicago ARTCC

619 Indian Trail Road

Aurora, IL 60506

Facility (F) or Satellite (S): **F**

Location Identifier: **ZBW**

Boston ARTCC

35 Northeastern Blvd.

Nashua, NH 03060

Facility (F) or Satellite (S): **F**

Location Identifier: **ZAN**

Anchorage ARTCC

5400 Davis Highway

Anchorage, AK 99506

Facility (F) or Satellite (S): **F**

Location Identifier: **ZDV**

Denver ARTCC

2211 17th Avenue

Longmont, CO 80501

Facility (F) or Satellite (S): **S**

Location Identifier: **ZDV-D01**

Denver TRACON

26705 East 68th Avenue

Room 119

Denver, CO 80249

Facility (F) or Satellite (S): **F**

Location Identifier: **ZDC**

Washington ARTCC

825 East Market Street

Leesburg, VA 22075

Facility (F) or Satellite (S): **F**

Location Identifier: **HCF**

Honolulu Control Facility

760 Worchester Avenue

Honolulu, HI 96818

Facility (F) or Satellite (S): **S**

Location Identifier: **ZHN-HNL**

Honolulu ATCT

760 Worchester Avenue

Honolulu, HI 96818-5125

Facility (F) or Satellite (S): **F**

Location Identifier: **ZFW**

Fort Worth ARTCC

13800 FAA Road

Fort Worth, TX 76155

Facility (F) or Satellite (S): **S**

Location Identifier: **ZHU-DWH**

Houston ATCT

David Wayne Hooks Airport

9125 Boudreaux Road

Houston, TX 77375



# APPENDIX 1 LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZHU-HOB**  
Houston ATCT  
William P. Hobby Airport  
8902 Paul B. Koonce Drive  
Houston, TX 77061

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZHU**  
Houston ARTCC  
Intercontinental Airport  
16600 J.F. Kennedy Blvd.  
Houston, TX 77032

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZHU-IAH**  
Houston ATCT  
2700 West Terminal Road  
Suite 200  
Houston, TX 77032

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZID**  
Indianapolis ARTCC  
1850 South Sigsbee  
Indianapolis, IN 46241

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZHU-190**  
Houston TRACON  
Intercontinental Airport  
2700 West Terminal road  
Houston, TX 77032

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZJX-JAX**  
Jacksonville ATCT  
Jacksonville Int'l. Airport  
14400 Whirlwind Avenue  
Jacksonville, FL 32229

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZKC**  
Kansas City ARTCC  
250 South Rogers Road  
Olathe, KS 66062

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZJX**  
Jacksonville ARTCC  
811 E. Second Street  
Hilliard, FL 32046

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZLC**  
Salt Lake City ARTCC  
2150 West 700 North  
Salt Lake City, UT 84116

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZLC-SLC**  
Salt Lake City ATCT  
Salt Lake City Int'l. Airport  
P.O. Box 22085  
AMF Salt Lake City, UT 84122

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZLA**  
Los Angeles ARTCC  
2555 East Avenue "P"  
Palmdale, CA 93550

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZME**  
Memphis ARTCC  
3229 Democrat Road  
Memphis, TN 38118

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZME-MEM**  
Memphis ATCT  
Memphis Int'l. Airport  
New ATCT Building  
2515 Winchester Road  
Memphis, TN 38116

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZMA**  
Miami ARTCC  
7500 N.W. 58th Street  
Miami, FL 33166

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZNY**  
New York ARTCC  
MacArthur Airport  
Ronkonkoma, NY 11779

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZOA**  
Oakland ARTCC  
5125 Central Avenue  
Fremont, CA 94536

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZMP**  
Minneapolis ARTCC  
512 Division Street  
Farmington, MN 55024

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZSE**  
Seattle ARTCC  
3101 Auburn Way South  
Auburn, WA 98002

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZSE-PDX**  
Portland ATCT  
1800 N.E. 25th Avenue  
Hillsboro, OR 97124

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZOB**  
Cleveland ARTCC  
326 East Lorain Street  
Oberlin, OH 44074

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZSU**  
San Juan CERAP  
DOT/FAA  
5000 Carr. 190  
Carolina, PR 00979

APPENDIX 1  
LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **F**  
Location Identifier: **ZTL**  
Atlanta ARTCC  
299 Woolsey Road  
Hampton, GA 30228

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZSE-SEA**  
Seattle/Tacoma ATCT  
Administration Building, Room 417  
Sea-Tac Int'l. Airport  
Seattle, WA 98158

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZDV-DIA**  
Denver ATCT  
Denver International Airport  
R19-2/19-3  
Denver, CO 80249-6361

Facility (F) or Satellite (S): **S**  
Location Identifier: **ZJX-SAV**  
Savannah ATCT/TRACON  
Savannah International Airport  
300 Aggett Drive  
Savannah, Georgia 31408

**PART I – THE SCHEDULE**  
**SECTION D – PACKAGING AND MARKING**

**D.1 PACKAGING**

All deliverable products under this contract shall be preserved, packed and packaged, in accordance with the Contractor's best commercial practices, so as to ensure arrival at the specified destination in an undamaged condition.

**D.2 MARKING**

In addition to information provided with shipping instructions, all deliverables shall be marked with the following:

- (a) FAA contract number and task order number under which the item is being delivered,
- (b) Contractor's name and address,
- (c) List of contents and
- (d) Name and routing symbol of the person to whom the deliverable is being sent.

**D.3 F.O.B. DESTINATION**

Unless otherwise specified in individual Notice of Training Requirement (NTR's), all Contractor deliverables shall be shipped F.O.B. destination to the Contracting Officer's Technical Representative (COTR) at the following address:

Contracting Officer's  
Technical Representative: Federal Aviation Administration  
ATX-100 (Sherri Cottle)  
P.O. Box 25082  
Oklahoma City, OK 73125

A transmittal copy of all deliverables addressed in Section C, which are not addressed to the Contracting Officer (CO), should be sent to the following address:

Contracting Officer: Federal Aviation Administration  
ATTN: Ms. Susan Corbin (ASU-340)  
800 Independence Avenue, SW  
Washington, DC 20591

**PART I – THE SCHEDULE**  
**SECTION D – PACKAGING AND MARKING**

**D.4 TRANSPORTATION/SHIPPING**

If applicable, each NTR shall address specific transportation/shipping requirements related to the work effort.

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**PART I – THE SCHEDULE**  
**SECTION F – DELIVERIES OR PERFORMANCE**

**F.1 INDEFINITE QUANTITY – AMS 3.2.4-20 (July 1996)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued, during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2001, unless an option is exercised by the Government. Options may be exercised for deliveries through September 30, 2005.

**F.2 ORDERING**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. **Such orders may be issued from the date of contract award through September 30, 2005, if all options have been exercised.**
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

**PART I – THE SCHEDULE**  
**SECTION F – DELIVERIES OR PERFORMANCE**

**F.3 PERIOD OF PERFORMANCE**

The period of performance for the base period shall begin at the time of contract award and end no later than September 30, 2001. The period of performance for each option period shall be for one fiscal year commencing October 1<sup>st</sup> and ending no later than September 30<sup>th</sup> of the subsequent calendar year.

The period of performance at any additional facilities added under this contract shall commence when the option is exercised and shall be eligible for annual renewal, at the Government's unilateral discretion, until this contract expires or is otherwise terminated by the Government.

The FAA may unilaterally exercise any option period(s) by contract modification.

**F.4 PLACE OF PERFORMANCE**

Services required under this contract shall normally be performed at the Government-owned Air Route Traffic Centers and Terminal Facilities designated in Appendix 1 of Section C. The Government reserves the right to designate additional facilities, where Section C performance requirements may be invoked and where the places of performance are undetermined at this time.

**F.5 AUTHORIZED PERFORMANCE**

The award of this contract shall not constitute authority for the Contractor to commence performance. Initial performance shall commence through the issuance of a Task Order by the Contracting Officer, which will also designate FAA personnel authorized to issue subsequent orders to the Contractor at each site in the form of a Notice of Training Requirement (NTR). NTRs will then be utilized to issue further tasks to Contractor personnel during the remainder of the period of performance.

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**PART I – THE SCHEDULE**  
**SECTION G – CONTRACT ADMINISTRATION DATA**

**G.1 PAYMENT**

The FAA Headquarters “Designated Billing Office” and “Designated Payment Office” is the Accounts Payable Branch, AFM-220, as listed below.

Federal Aviation Administration  
 Accounts Payable Branch, AFM-220  
 800 Independence Avenue, SW  
 Washington, DC 20591

**G.2 PROCEDURES FOR THE SUBMISSION OF INVOICES**

The Contractor shall submit invoices no more frequently than monthly, on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with requirements set forth elsewhere in SECTION G. **The distribution of all invoices shall be concurrent.**

The contractor shall place the following statement on each invoice, signed by an authorized company representative:

*"This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.*

\_\_\_\_\_  
*Signature of Contractor's Authorized Representative*

\_\_\_\_\_  
*Date of Invoice"*

The contractor shall deliver invoices in accordance with the following distribution:

**Contracting Officer:** Original invoice and two copies  
 Federal Aviation Administration  
 Attention: Susan Corbin, Contracting Officer, ASU-340  
 Room 406  
 800 Independence Avenue, SW  
 Washington, DC 20591

**The Designated Billing Office:** Original invoice and one copy  
 Federal Aviation Administration  
 Accounts Payable Branch (AFM-220)  
 800 Independence Avenue, SW  
 Washington, DC 20591

**PART I – THE SCHEDULE**  
**SECTION G – CONTRACT ADMINISTRATION DATA**

**Contracting Officer's Technical Representative:** One copy

Federal Aviation Administration  
Attention: Sherri Cottle, COTR, ATX-100  
P.O. Box 25082  
Oklahoma City, OK 73125

The Contracting Officer will authorize payments in amounts determined to be allowable.

**G.3 INVOICE INSTRUCTIONS**

Under the one consolidated invoice, the Contractor shall have one invoice number with a breakout showing the CLIN and CLIN amount billed.

The Contractor shall maintain daily work records, showing all performed time in hours or fractions (to the nearest quarter hour spent in completing the Contractor's efforts) for which the bill is rendered.

In the event of questioned costs, the CO may withhold any amount in question due on any invoice until such time as the CO determines the validity of such costs.

At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material, with upward or downward adjustments in payments, as appropriate.

A final invoice with substantiating documentation shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

**G.4 METHOD OF PAYMENT**

Payments under this contract will be made by check or wire transfer through the Treasury Financial Communication System at the option of the Government. Payments will be made monthly, in arrears, in accordance with AMS 3.3.1-7, "Prompt Payment".

The Contractor shall forward the following information in writing to the Federal Aviation Administration, Accounts Payable Branch, AFM-220, 800 Independence Avenue, SW, Washington, DC 20591 no later than seven (7) days after receipt of notice of award:

1. Full name, title, phone number and complete mailing address of responsible official(s) to whom the check payments are to be sent and who may be contacted concerning the back account information requested below.



**PART I – THE SCHEDULE**  
**SECTION G – CONTRACT ADMINISTRATION DATA**

2. The following back account information is required to accomplish wire transfers:
- a. Name, address and telegraphic abbreviation of the receiving financial institution,
  - b. Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System,
  - c. Recipient's name and account number at the receiving financial institution to be credited with the funds,
  - d. If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial electronic funds transfer messages. If a correspondent financial institution is specified, also provide:
    - (1) Address and telegraphic abbreviation of the correspondent financial institution and
    - (2) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

Any changes to the information furnished under this clause shall be furnished to the aforementioned address in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes promptly to avoid payment to erroneous addresses or bank accounts.

The document furnishing the information required in the preceding paragraphs must be dated and contain the signature, title and telephone number of the Contractor Official authorized to provide it, as well as the Contractor's name and contract number.

**G.5 PAYMENTS**

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this

**PART I – THE SCHEDULE**  
**SECTION G – CONTRACT ADMINISTRATION DATA**

contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall-

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(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment

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previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

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**G.6 CONSIDERATION OF PAYMENT**

Payment shall be made in accordance with Clause G.5, “Payments” supplemented as follows:

- (1) The Contractor shall maintain daily work records showing all time spent providing the required services.
- (2) All work shall be performed utilizing those labor categories specified in Section B.
- (3) The Contractor shall be reimbursed for services for its personnel based on the rates established in Section B. These rates include all overhead, general and administrative costs, burdens and profits.
- (4) The Contractor shall be reimbursed for equipment and supplies necessary to complete work and other direct costs including but not limited to material associated with transportation in accordance with the Joint Travel Regulation, shipping costs, computer and consulting costs and excise taxes.

**G.7 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION**

The Contractor shall use the following Government contacts and addresses for contractual matters regarding this contract:

<b><u>FAA Contracting Officer:</u></b>	Susan Corbin, (202) 267-7628 Federal Aviation Administration Contracts Division, ASU-340 800 Independence Avenue, SW Washington, DC 20591
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<b><u>FAA Contracts Specialist:</u></b>	Jacquelyn Johnson, (202) 267-3643 Federal Aviation Administration Contracts Division, ASU-340 800 Independence Avenue, SW Washington, DC 20591
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**G.8 GOVERNMENT CONTACT FOR TECHNICAL ADMINISTRATION**

The Contractor shall use the following Government contact and address for technical matters regarding this contract:

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FAA Contracting Officer's  
Technical Representative:

Sherri Cottle, (405) 954-2132  
Federal Aviation Administration  
ATX-100 (Sherri Cottle)  
P.O. Box 25082  
Oklahoma City, OK 73125

**G.9 CONTRACTING OFFICER SUPPORT PERSONNEL**

To assist the COTR, the Contracting Officer will designate a Field Technical Liaison Officer (FTLO) per each supported Air Traffic Facility wherein a Contract Site Supervisor (CSS) is assigned, unless in instances where unique circumstances exist. A listing of the supported Air Traffic Facilities is contained in Appendix 1 of Section C. The authority of the FTLO personnel will be delineated in a written designation signed by the Contracting Officer. In no event will a FTLO be empowered to change the contract scope of work, the price or the length of the contract. The Contracting Officer shall immediately be contacted for clarification, if a question arises regarding the authority of any person acting on behalf of the Contracting Officer

**G.10 CONTRACTING OFFICER**

The Contracting Officer (CO) has the overall responsibility for this contract. Only the Contracting Officer is authorized to take action on the behalf of the Government to modify the contract terms, conditions, requirements, specifications and delivery schedules.

Only the Contracting Officer has the authority to (1) direct or negotiate any changes in the contract, (2) modify or extend the contract period and (3) otherwise, change the terms and conditions of the contract. Any work undertaken without prior written consent from the Contracting Officer may be subject to non-payment.

It is the responsibility of the Contractor to notify the Contracting Officer immediately, if there is any appearance of technical or other direction that is, or may be, outside the scope of the contract. The Contractor shall immediately notify the Contracting Officer for clarification, when a question arises regarding the authority of any person to act for the Contracting Officer under this contract.

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**G.11 FAA CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

The Contracting Officer shall designate the COTR to assist in monitoring the work under this contract. The COTR is the primary person responsible for the (1) technical administration of this contract, (2) technical liaison with the Contractor and (3) technical monitoring of this contract; and as such, shall be contacted regarding questions and problems of a technical nature.

The COTR is not authorized to change the scope of work or specifications in the contract, make any commitments or otherwise obligate the Government, or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms and conditions of the contract.

The performance of work required under this contract shall be subject to the technical direction and surveillance of the designated COTR. The COTR is not authorized to make any changes, which constitute work not within the general scope of this contract, changing any terms and conditions incorporated into this contract which constitute a basis for increase in the contract amount or extension of the contract period of performance, or change in the delivery schedule.

In no event will any understanding, agreement, modification, change order or other matter, deviating from the terms of this contract, be effective or binding upon the Government, unless issued by the Contracting Officer.

**G.12 TECHNICAL DIRECTION**

The Contractor shall only comply with technical direction issued by the official(s) designated in writing by the Contracting Officer. Technical direction, as used herein, means and is limited to any written direction, which fills in details, requires pursuit of certain lines of inquiry or otherwise serves, to accomplish the contract effort and which:

- a. Is within the scope of work set forth in the contract;
- b. Does not change any of the terms and conditions of the contract, of the specifications, drawings and materials referenced in said documents;
- c. Does not constitute a basis for any increase or decrease in the contract price or any change in the contract delivery schedule or period of performance and/or
- d. Is issued by an authorized official designated in writing by the Contracting Officer.

Prior to performing any work or incurring any cost, the Contractor shall express its concurrence that each such technical direction is in accordance with the above definition of technical direction by endorsing such direction to the Contracting Officer. If the

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Contractor does not agree that the technical direction is as defined herein, the Contractor shall promptly notify the Contracting Officer, orally followed by a written response.

Within ten (10) calendar days after date of contract award, the Contractor shall submit to the Contracting Officer a list of company individuals who are authorized to endorse the written technical direction issued by the officials designated in writing by the Contracting Officer.

In addition, the Contractor shall be responsible for advising its employees concerning the requirements of this Section, and shall be fully liable for any costs or rework required because it failed to comply with this Section.

**G.13 INTERPRETATION OR MODIFICATION**

No verbal statement by any person and no written statement by anyone other than the Contracting Officer or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of the contract. All requests for interpreting or modification shall be made in writing to the Contracting Officer.

**G.14 CORRESPONDENCE PROCEDURES**

To promote timely and effective contract administration, correspondence (except for invoices and deliverable items) submitted under this contract shall be subject to the following procedures:

Technical correspondence of a routine nature shall be addressed to the designated COTR.

Other correspondence, which proposed or otherwise involves waivers, deviations or modification to the contract requirements, terms or conditions, shall be addressed to the Contracting Officer, ASU-340, with a concurrent copy to the COTR.

All correspondence shall contain a reference line commencing with the contract number, and a subject line.



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**G.15 AVAILABILITY OF FUNDS – AMS 3.3.1-10 (April 1996)**

Funds are not presently available for this contract. The FAA 's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**G.16 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be added via individual task orders.

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**H.1 TYPE OF CONTRACT – AMS 3.2.4-1 (April 1996)**

The FAA contemplates award of an Indefinite Delivery/Indefinite Quantity type contract resulting from this Screening Information Request (SIR).

**H.2 ORDER OF PRECEDENCE – AMS 3.2.2.3-33 (January 1999)**

Any inconsistency in this Screening Information Request (SIR) or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; (e) the specifications; and (f) the drawings.

**H.3 CONTRACT SHUTDOWN PROCEDURES PENDING NEW FISCAL YEAR APPROPRIATION**

In the event no continuing resolution or permanent appropriation is in place at the outset of the new Fiscal Year (FY), Contractor employees are expected to report for their assigned duties the first workday of the new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be closed down as soon as practical. To implement the shutdown, the Contracting Officer may require the Contractor to stop all or any part of the work called for under the contract pursuant to FAR 52.212-13, "Stop-Work Order".

This clause does not limit the Government's rights provided by the Termination clause of the contract.

**H.4 CONTINUITY OF SERVICES**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient

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experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**H.5 EXERCISE OF OPTIONS**

The Government may, at any time on or before the dates set forth below, require the Contractor to furnish any or all of CLINS 1001 through 4009. These options shall be exercised, if at all, by written notice signed by the Contracting Officer and issued within the times specified below:

<u>ITEMS</u>	<u>DATE</u>
OPTION I CLINs 1001 through 1009	On or before September 30, 2001
OPTION II CLINs 2001 through 2009	On or before September 30, 2002
OPTION III CLINs 3001 through 3009	On or before September 30, 2003
OPTION IV CLINs 4001 through 4009	On or before September 30, 2004

The Government has the option to extend the period of performance of the contract for four one-year periods beyond the eight-month base period for total contract duration not exceeding four years and eight months. Further, the Government has the option to add training requirements at additional facilities.

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**H.6 OPTION TO EXTEND SERVICES**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend services may be exercised more than once in a contract performance period, but the total extension of performance period hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT – AMS 3.2.4-35**  
(April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor **prior to the expiration of the current contract period**; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **15** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed **56 months**.

**H.8 CONTRACT CHANGEOVER**

The Contractor is hereby notified that as prescribed in the Continuity of Services Clause – AMS 3.8.2-11 applies and is hereby incorporated. At the end of the period of performance for this contract and in the event a follow-on contract is awarded to other than the incumbent or the Government becomes the successor, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor. With regard to access to incumbent contractor employees, potential Contractors may place recruitment notices in authorized locations in facilities addressed in this contract.

**Phase-out** – Within sixty (60) calendar days notice given by the FAA, any and all services provided under this SOW, at any or all facilities, may revert to an in-house Government operation. A transition plan prepared by the Government will be coordinated with the Contractor and the Contractor shall be required to continue all necessary services, as determined by the FAA, during the phase-out transition period. The Contractor shall, at all times, be prepared to commence transition evolutions immediately upon receipt of the sixty calendar day notice. In addition, at the conclusion of any performance period, including extensions and option periods, services provided under this contract may be awarded to another Contractor as a result of a re-competition.

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The incumbent Contractor at that time, if unsuccessful in the re-competition, shall be required to comply with all transitional requirements as delineated in this SOW. Nothing in this section shall forestall or preclude the Government's right to terminate this contract under any other Federal or Agency Acquisition Regulations.

**Phase-out Transition Requirements** - The requirement for uninterrupted instruction during transition from one Contractor to another, or to in-house operations, is critical to the scheduled completion of FAA training. Therefore, it is imperative that a phase-out transition be accomplished by the departing Contractor in a well-planned, orderly, and efficient manner. The Contractor shall submit, within 15 calendar days of written request by the COTR, a phase-out transition plan. The COTR shall have seven (7) calendar days from receipt of the plan to review the plan and request changes, if any. This transition plan should address all elements considered important to the Contractor and, as a minimum, include the following:

- a. Number and position title of personnel participating in each event during the phase-out transition period
- b. Contractor milestones (dates) for each event in the phase-out transition period
- c. Actual or anticipated problems that could impact an orderly, efficient transition
- d. A detailed list of Contractor Acquired Property (CAP) and Government Furnished Property (GFP) which is accountable to the Contractor. The list shall include acquisition dates, costs, serial numbers, etc.
- e. Other guidance and assistance that may be requested from the Government.

**H.9 INITIAL TRANSITION PLANNING**

In the transition planning process set forth in the Initial Transition Plan, the Contractor should not assume that incumbent Contractor employees will be available for employment under the new contract during either the transition period or after full performance ensues. Furthermore, the FAA will accept billing only for the positions of Contract Director and Contract Administrative Assistant (two positions) upon contract award through sixty (60) days thereafter. Any agreements for continued employment of previous (incumbent) Contractor employees under this contract are an exclusive concern of the Contractor, who will be responsible for full performance beginning the sixty-first (61) day after contract award.

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**H.10 RIGHT OF FIRST REFUSAL**

It is recommended that the successor Contractor offer right of first refusal to incumbent Contractor employees, who desire to remain at their current site and accept employment with the successor Contractor. It is also recommended that the effective date for the right of first refusal conclude 30 days prior to the employee's reporting date.

**H.11 INSURANCE--WORK ON A GOVERNMENT INSTALLATION – AMS 3.4.1-10 (July 1996)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

**H.12 INSURANCE--LIABILITY TO THIRD PERSONS – AMS 3.4.1-11 (October 1996)**

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

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(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed:

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract, and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for:

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)-

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the "Schedule" or elsewhere in the contract;

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(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the "Allowable Cost and Payment" clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall:

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.



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**H.13 – INSURANCE – AMS 3.4.1-12 (July 1996)**

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000\* per person and \$500,000\* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000\* per person and \$500,000\* per occurrence for bodily injury and \$20,000\* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000\* per person and \$500,000\* per occurrence for bodily injury other than passenger liability, and \$200,000\* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000\* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability. When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000\* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least \$1,000,000\* bodily injury per occurrence and \$1,000,000\* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants.

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(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000\* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

\*Unless modified in the "Schedule"

**H.14 TRAVEL AND TRAINING COSTS**

Transportation and per diem expenses of Contractor personnel will be paid in accordance with FAA Order 1500.14, as amended, and in effect at the time each properly authorized trip is taken. Written approval from the COTR will be issued, which authorizes travel and provides funding as appropriate. Travel, subsistence, per diem, and car rental costs shall be reimbursable not to exceed the maximum allowable for Government employees in accordance with the aforementioned Order.

Only travel and training costs, directly related to performance under this contract, shall be direct charges to the contract. All other such expenses, including the training or relocation of employees for their career development, will be charged to indirect accounts.

To the maximum extent practicable with travel requirements, the Contractor agrees to use reduced air transportation rates and services provided through available Government discount air fares for bona fide employee travel that is reimbursable as a direct cost pursuant to this contract, when the use of such rates results in the lowest overall cost.

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The Contractor also agrees to apply for lodging state tax exemptions where available for employees on official travel.

**Ordinary Travel** - Travel requests submitted to the Contracting Officer's Technical Representative for approval shall include the nature and purpose of the travel, rationale for the necessity of such travel, and a complete cost breakdown of the travel requirement, including transportation, lodging, per diem, and miscellaneous expenses. Total expenses for travel incurred in direct performance of this contract shall not exceed the Contract Line Item amount for travel to be provided at contract award, for each year of contract performance, without the express written approval of the Contracting Officer.

**Training** - It is not anticipated that the Contractor will require training for the successful performance of this contract, beyond that which the Government will furnish and fund in connection with the implementation of new programs. Should the Contractor foresee special training needs, prior written approval of the Contracting Officer must be obtained. All training requests must be fully documented, including travel requirements, in the same manner as for travel. Failure to obtain written approval may result in unallowable costs.

#### **H.15 PURCHASES OF EQUIPMENT AND/OR SUPPLIES**

The Contractor shall obtain prior written approval from the Contracting Officer's Technical Representative for any equipment, supplies or services procurement which has a total value of under ten thousand dollars (less than \$10,000.00) and the Contracting Officer's written approval for ten thousand dollars and above (\$10,000.00 or more). The Contractor shall provide with the request a business analysis of the proposed purchase, including item description, quantity required, reason for purchase, method of purchase (competitive or non-competitive), names of sources reviewed or solicited for price comparison purposes, quoted prices, rationale for source selection, place of delivery (end user), and transportation charges, if any. For any noncompetitive purchase greater than \$10,000.00, the Contractor shall provide sole-source justification. The original request shall be sent to the approval authority specified above, with a concurrent copy to the Contracting Officer or Contracting Officer's Technical Representative as appropriate. The Contractor shall not exceed the CLIN amount for Other Direct Costs (ODCs) within the performance period without written approval of the Contracting Officer.

#### **H.16 OVERTIME**

The use of overtime and billing of overtime premiums is not authorized under this contract. The Contractor is only authorized to bill the hourly rate in accordance with Section B of this contract.

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**H.17 OTHER DIRECT COSTS**

The Other Direct Costs chargeable under Section B shall be paid excluding profit, with the exception of Subcontractor and Consulting Services.

**H.18 NEW WORK**

The Government reserves the right to include additional sites, on a sole source basis, under the contract.

**H.19 EMPLOYEE PERFORMANCE DEFICIENCIES**

The FTLO shall notify the Contractor, in writing, of any contract employee whose performance does not meet FAA standards. The notification shall state the specific performance deficiency and the desired performance level. A reasonable amount of time, as determined by the FAA, shall be given to the Contractor to correct the deficiency. The Contractor shall, at its own expense, attempt to correct these deficiencies. A determination by the FTLO that the Contractor has been unable to correct the unsatisfactory performance of the contract employee in the time specified may result in the determination by the Contracting Officer that the employee is unsuitable for continuation in the job classification and unable to discharge the duties of employment. Performance standards for instructors shall include obtaining and retaining instructor certification whenever required, compliance with all security and personnel suitability requirements and full adherence to those performance standards found in FAA Forms 3120-27 and 3120-28, contained in FAA Order 3120.25, Air Traffic Contract Training Administration (Attachment 4).

**H.20 QUALIFICATIONS OF EMPLOYEES – AMS 3.13-7 (July 2000)**

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on any FAA contract, at their own expense. The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

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**H.21 KEY PERSONNEL AND FACILITIES – AMS 3.8.2-17 (July 1996)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

CSS – Bob Ulmer, ZAB	CSS – Michael Hessler, ZAN
CSS – Robert Sturdevant, ZTL	CSS – Jim Stokes, ZBW
CSS – Bill Niemeyer, ZAU	CSS – Jim Harrison, C90
CSS – James Ervin, ZOB	CSS – Don Long, ZDV
CSS – Bob Hubbert, DFW	CSS – Jim Kelsoe, ZFW
CSS – Gail Quanz, ZFW	CSS – Roland Kersting, ZHN
CSS – Max Taggart, ZHU	CSS – Joe Hayes, ZID
CSS – John Knisley, ZJX	CSS – Mike Brown, ZKC
CSS – Jake Garland, ZLA	CSS – John Alexander, ZME
CSS – Russell Mears, ZMA	CSS – Clyde Hansen, ZMP
CSS – Louis DeLuca, ZNY	CSS – Dick Smith, N90
CSS – Glenn Coon, ZOA	CSS – Doug McCready, O90
CSS – Pete Mattsen, ZSU	CSS – Bill Higgs, ZLC
CSS – Roger Rowe, ZSE	CSS – Tony Rivas, SCT
CSS – Matt Dean, ZDC	CSS – William Delaney, ZAU
CD – George Harvey	CAA – Ronda Jolls

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[List key personnel and/or facilities]

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**H.22 KEY - BADGE REQUIREMENTS – AMS 3.8.2-21 (August 1998)**

The FAA may issue keys and badges to contractor personnel that require regular access to designated FAA work areas to perform contract work. The contractor shall assure that its personnel do not duplicate keys or use the keys and badges for other than the intended purpose, which would be a violation of security procedures. Upon (1) contract completion, (2) contract termination, or (3) discontinuation of individual contractor personnel under the contract, the contractor shall immediately return the FAA badges and keys. The contractor shall return these items to the FTLO of the respective site. In the event the contractor fails to return all keys and badges, the FAA may withhold \$100 for each badge or key not returned. If the contractor does not return the badges or keys within 30 days from the date the withholding action was initiated, the contractor shall forfeit the withheld amount.

**H.23 ACCESS TO GOVERNMENT FACILITIES**

Part of the effort to be performed under this contract will be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with the Contracting Officer's Technical Representative.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift, if conditions at the facility so require.

The Contractor shall require that all Contractor personnel who perform work at FAA facilities wear identification badges that clearly identifies individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

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If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, as defined in the CLINs, the Contractor will be advised in writing by the Contracting Officer or authorized Contracting Officer's Technical Representative, and access to FAA facilities may be denied for that employee.

**H.24 PERFORMANCE OF WORK ON GOVERNMENT PREMISES**

Any of the work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control is subject to all provisions of this contract governing such work and the following:

- (a) All Contractor personnel shall, at all times, conspicuously display a distinctive badge provided by DOT/FAA or the Contractor, identifying such personnel employees of the Contractor, and shall observe such security regulations as are in effect for the particular premises involved.
- (b) The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall hold itself out to be an agent or partner of, or joint venturer with the Government; and that it shall neither supervise, nor accept supervision from Government employees.
- (c) The Contractor shall designate to the Contracting Officer, in writing, an on-the-premises representative to serve as point of contact for the Contractor with the Contracting Officer and Contracting Officer's Technical Representative.
- (d) Performance of work on Government premises shall be confined to the area(s) specified by the Contracting Officer and/or Contracting Officer's Technical Representative.

**H.25 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS –  
AMS 3.13-6 (July 2000)**

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

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(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the requirements and exceptions listed in Appendix 9, paragraph 8 of FAA Order 1600.1D pertain.

(c) Consistent with Appendices 3 and 9 of FAA Order 1600.1D, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:



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Position Risk Level

Contract Director – Low Risk  
Contract Administrative Assistant – Low Risk  
Contract Site Supervisor – Low Risk  
Administrative Assistant – Low Risk  
Instructor – Low Risk  
Remote Pilot Operator – Low Risk  
Computer Based Instruction Administrator – Low Risk

(d) Not later than 30 days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

- One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in Appendix 9 of FAA Order 1600.1D. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 7 of FAA Order 1600.1D, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

The Contractor shall submit the information required, as follows:

(1) The Contractor may authorize its employees to hand-deliver his/her security information to their nearest FAA Regional Security Office. The FAA regional security offices will review, accept and process the information on behalf of the FAA Headquarters Security Office. The FAA will not reimburse the Contractor for expenses associated with Contractor employees hand-delivering their security information to their regional security office.

(2) The Contractor shall mail all security forms to the FAA Headquarters Security Office for those contractor employees that are unable to hand-deliver their information to their regional security office. The Contractor shall not, under any circumstances, mail any security information to the regional security offices for processing. The Contractor shall mail the required information to:

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Manager, Investigations Division, ACO-300  
Office of Civil Aviation Security  
800 Independence Avenue, SW  
Washington, DC 20591

(3) Due to the large number of employees working under this contract, the Headquarters Security Office shall send a monthly list to the Contractor listing all employees that have been processed and are listed as working under this contract. The Contractor shall ensure that all employees working under this contract, that do not appear on the list provided by the Headquarters Security Office, submit the appropriate security information within thirty (30) days of receipt of the aforementioned list.

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval of the forms. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, but not to exceed a maximum of 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:  
NONE

If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the Contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)).

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

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(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the Appendix 9, paragraph 8 requirements and exceptions do not apply.

(End of clause)

**H.26 SECURITY REQUIREMENTS – AMS 3.13-2 (April 1996)**

(a) This clause applies to the extent that this contract involves access to information classified 'Confidential,' 'Secret,' or 'Top Secret.'

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the Department Of Defense Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the "Changes" clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

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**H.27 PERSONNEL SECURITY REQUIREMENTS**

Some tasks under this contract may require access to classified information. Security clearances will only be granted to those individuals whose work requires access to classified material. The Contractor shall comply with applicable Department of Transportation (DOT) and Federal Aviation Administration (FAA) directives relating to security. The granting of Personnel Security Clearances will be governed overall by the policies and procedures established by, and in accordance with Department of Defense (DOD) Directive 5220.22, Department of Defense Industrial Security Program. Any guidance which conflicts with the provisions of the DOD Industrial Security Manual will be directed to the Contracting Officer for resolution. The following specific stipulations apply with respect to personnel security requirements:

**Suitability** - The Contractor's employees performing work under this contract shall meet the same suitability requirements as Federal employees performing similar tasks. The Government may require a background investigation of each contract employee which includes but is not limited to a National Agency Check and Inquiries (NACI). If as a result of the NACI or other pertinent instance brought to the attention of the Government, the contract employee does not meet suitability requirements, the Contractor will be advised in writing by the Contracting Officer and access to FAA facilities will be denied for that employee. The Contractor shall not use, or shall promptly stop using the employee for work under this contract. Waivers or exceptions may be approved only by the Contracting Officer after coordination with the FAA Office of Civil Aviation Security Operations.

Prior to commencing full performance under this contract, the Contractor shall provide to the Contracting Officer, via the Contracting Officer's Technical Representative, the following (a) prepared documentation (blanks are available from the FAA Investigations Branch (ACO-310)) or (b) evidence of an equivalent previous investigation:

- (a)
  - (1) Questionnaire for Sensitive Positions, Standard Form 86 (SF-86) (original); and
  - (2) Applicant Fingerprint Card, Federal Document 258 (FD-258) (original)
- (b)
  - (1) Security clearance presently in effect which has been issued by the Federal Government; or
  - (2) Previously issued security clearance which was administratively terminated without prejudice less than twelve (12) months ago; or
  - (3) Previously issued NACI or higher level security investigation that was conducted for Federal employment ending less than twelve (12) months ago.

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Evidence of an equivalent previous investigation under these guidelines will be sufficient, at the Government's discretion, to allow contract employee admittance to an FAA facility. However, in the situations described in (b)(2) and (b)(3), a renewal of the security clearance must be obtained in a timely manner to facilitate continued admittance. The Director, Defense Industrial Security Clearance Office, Defense Investigative Service, Columbus, Ohio 43216, is responsible for processing and granting all industrial personnel security clearances required by this contract.

**Anchorage ARTCC Special Clearance Requirements** - Contractor personnel shall obtain and possess a Secret level clearance for the performance of work at the Anchorage Air Route Traffic Control Center. Attachment 6 (DOD Contract Security Classification Specification - DD form 254) of the Statement of Work discusses security requirements at this site.

**Law Infractions** - Upon learning that a contract employee performing work under this contract has been arrested or detained by a law enforcement authority for any offense other than a minor traffic offense ("minor" means that the maximum fine that could be imposed is \$200.00 or less), the Contractor shall immediately advise the Contracting Officer.

**Employee Termination** - The Contractor shall notify the Contracting Officer immediately whenever an employee performing work under this contract terminates employment. The Contractor will be responsible for returning all FAA-issued contractor/employee identification and all other FAA property.

**Privacy Act of 1974** - The provisions of the Privacy Act apply to: (1) contracts awarded prior to September 27, 1975, which provide for design, development, and/or operation of a system of records on individuals for an agency function, and (2) contracts initiated on or after September 27, 1975, which may involve such system of records even when the system is not specifically identified in the particular contractual statement of work. Any contractor or employee thereof shall be considered an FAA employee for purposes of the criminal penalties provisions of the Act, if such contract is agreed to on or after September 27, 1975. FAR clauses 52-224-1 and 52-224-2 also apply herein. These provisions apply to any contractor serving as the collector, analyzer, or processor of data under grants or contracts to support FAA programs.

#### **H.28 PERSONAL SERVICES**

No personal services shall be performed under this contract. No Contractor employees will be directly supervised by the Government. Contractor employee's assignments and daily work direction shall be given by the applicable Contractor Supervisor. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any

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Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Government actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with the contract, the Contractor employee shall state that they have no authority, in any way, to change the contract. If the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until clarification has been issued by the Contracting Officer.

The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's right in any way under any other provision of the contract including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

**H.29 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS**

**Facilities, Items, and Services** - The performance of work shall be accomplished at Government facilities specified in Section C of this contract, except that the Contractor shall provide a private office facility for the Contract Director and Contract Administrative Assistant located within a 30 mile commuting radius of the Michael Monroney Aeronautical Center in Oklahoma City, OK. The Government shall furnish to the Contractor on a rent-free, non-interference basis, those items and services essential for contract performance. Such items include office space to the extent available, furniture, telephones, general office supplies, course materials (e.g. visual aids, student workbooks and handouts, practice problems, reference documents), and evaluation materials (e.g. end of lesson tests, block tests, phase tests, and graded laboratory problems). All Government-provided facilities, items, and services are to be used only in performance of this contract. The Contractor shall comply with all requirements to this contract, as well as all Government Property clauses referenced in this SIR.

**Maintenance and Repair** - The Government shall maintain and repair Contractor-occupied spaces to the same standards as like areas within the facilities, which are occupied by Government personnel.

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**Alterations** - The Contractor shall not make any alterations to Government-furnished space or facilities, or relocate or repair any Government-furnished equipment, except as approved in writing by the Contracting Officer with Contracting Officer's Technical Representative concurrence.

**Vacating** - When directed by the Contracting Officer or designated Contracting Officer's Technical Representative, the Contractor shall vacate Government-furnished space or facilities. If appropriate, the Government shall designate adequate alternative space or facilities to be used by the Contractor. The Contractor stipulates that, upon vacating space or facilities provided by the Government, same will be restored to original condition, considering reasonable wear and tear, at no expense to the Government.

**Proprietary Rights** - The Government acquires all rights and data to all materials produced in the performance of this contract. The Contractor shall not use or distribute training materials or any other product arising from performance of this contract other than as stated in the Statement of Work.

All equipment and materials furnished (including "paid for") by the Government, and approved equipment or material purchases by the Contractor which are reimbursable under this contract are Government property, whether expressly under signed custody of the Contractor or not, and shall be returned to the Government upon written request. The FTLO shall direct the use of all equipment and materials at each facility site.

Government property previously purchased under related, expired contracts shall be transferred at no cost to the Government. Accountability for this property is transferred to this contract and Contractor effective upon assumption of full performance.

#### **H.30 RESTRICTIONS ON PRINTING AND DUPLICATIONS**

The Congressional Joint Committee on Printing does not intend that contractors shall become prime or substantial sources of printing for departments or agencies. Therefore, the inclusion of printing as defined in this paragraph, within contracts for the manufacture or operation of equipment, or for services, is prohibited unless authorized by the Joint Committee on Printing.

This regulation does not preclude the procurement of writing, editing, preparation of manuscript copy or preparation of related illustrative materials as part of this contract; or of administrative printing (e.g. forms and instructional materials necessary for use by the Contractor in responding to terms of the contract). It does not preclude recording manuscript copy in digital form for typesetting purposes, provided coding instructions have been approved by the Central Printing and Publications Management Office. However, the printing of such material for the Government must be accomplished in accordance with printing laws and regulations.

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A requirement for the Contractor to duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages for the use of a department or agency, will not be deemed to be printing primarily or substantially for a department or agency.

A requirement for the Contractor to produce or procure less than 2,500 duplicates from original microform will not be deemed to be printing primarily or substantially for a department or agency.

When printed materials required to be furnished under this contract exceed the production unit limits or are otherwise not permitted as specified above, the Contractor shall furnish such material with unjustified margins in clear typed text, on one side only, as well as line drawings and photographs which are suitable for camera-ready copy for offset printing.

The restrictions set forth above apply to each individual document and are not cumulative under the terms of this contract.

All printing funded under the terms of this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

**H.31 CONFIDENTIALITY OF DATA AND INFORMATION**

(a) The Contractor and any of its subcontractors or consultants in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors and consultants agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has otherwise made the data and information available to the public; and
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.



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- (b) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to the agreed upon between the parties hereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation or organization so long as it remains proprietary.
- (c) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government “For Official Use Only”) received in connection with the work under this contract.
- (d) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors or agents.
- (e) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:
  - (1) The Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of a particular subcontract;
  - (2) Use of an alternate subcontract source would unreasonably detract from the quality of effort; and
  - (3) The Contractor provides the Contracting Officer timely written advanced notice of these and any other extenuating circumstances.

**PART I – THE SCHEDULE**  
**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

- (f) Except as the Contracting Officer specifically authorized in writing, upon completion of all work under the contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations or combination thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modification, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.
- (g) These restrictions do not limit the Contractor's (or Subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

**H.32 RELEASE AND DISSEMINATION OF INFORMATION**

The Contractor shall not publish, permit to be published or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without prior written consent of the Contracting Officer. Except as required by law or regulation, no news release, public announcement or advertising material concerning this contract shall be issued by the Contractor without prior written consent of the Contracting Officer or Contracting Officer's Technical Representative. Two (2) copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer for review prior to publication.

**H.33 PUBLIC RELEASE OF CONTRACT**

The resultant contract(s) is/are public documents, releasable to the general public. Such contract document may be released to the public without the consent of and/or notice to the Contractor(s), except when data is determined by the FAA to be proprietary.

**PART I – THE SCHEDULE**  
**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**H.34 SMALL BUSINESS/SMALL DISADVANTAGED BUSINESS/WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING GOALS**

The Contractor, if not a Small Business, must establish the following below listed subcontracting goals in their subcontracting plan, submitted in accordance with AMS 3.6.1-4, “Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan”. The Contractor must attain the following goals:

Small Business	45%
Small Disadvantaged Business	10%
Women-Owned Small Business	5%

These goals apply in terms of percentages of total subcontracted dollars.

**H.35 SUBCONTRACTORS/CONSULTANTS**

Before employment of any subcontractor/consultant under this contract, the Contractor shall obtain the consent of the Contracting Officer. The Contracting Officer has sole responsibility for approving subcontracts and consulting agreements. In requesting such consent, the Contractor shall furnish all pertinent information required by the Contracting Officer, which may include, but not be limited to, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest and the rate of reimbursement.

The Contractor is authorized to use the following subcontractors or consultants in the performance of this effort:

DUCOM Incorporated  
Informatica of America, Inc (IAI)  
Quadratek

**H.36 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS**

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during Screening Information Request (SIR) communications. The Contractor shall obtain the Contracting Officer’s written consent before making any substitution for these subcontracts, associates or consultants.

**PART I – THE SCHEDULE**  
**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**H.37 SUBCONTRACTING PLANS**

The Small Business and Small Disadvantaged Business Subcontracting Plan, if required to be submitted by the Contractor as part of its proposal and as deemed acceptable by the Contracting Officer, is hereby incorporated into this contract.

**H.38 RECORDKEEPING REPORTS**

The Contractor shall maintain employment files for all contract instructors at each facility, which includes but is not limited to: background information and related experience, dates of initial certification and all instructor training, and data and results of the most recent proficiency demonstration.

**H.39 INTERPRETATION OF CONTRACT (NOTICE OF AMBIGUITIES)**

This written contract and any and all identified writing or documents incorporated by reference herein or physically attached hereto, constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, any ambiguities, discrepancies, inconsistencies or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligations may be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

**H.40 RELATIONSHIPS, INTERPRETATIONS AND MODIFICATIONS**

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction of or assume that Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government Contractors. The Contractor shall not take any action with respect to other Contractors which causes any change in their contract scope of work, cost or scheduling.

**PART I – THE SCHEDULE**  
**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

No oral statement of any person and no written statement of anyone other than the Contracting Officer or the Contracting Officer's Technical Representative, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provisions of this contract.

Task Orders – Availability for services each fiscal year shall commence upon receipt by the Contractor of an annual task order signed, dated and issued by the Contracting Officer. Each task order will reference the contract, contain a delivery order number and provide a summary description of the services to be performed in Statement of Work format.

**H.41 NOTICE OF TRAINING REQUIREMENTS (NTR)**

Following issuance of the annual task order as indicated above, the Contracting Officer or authorized representative designated in writing shall issue a Notice of Training Requirements (NTR) whenever Contractor services are required in accordance with this contract. The Contractor shall not perform work pursuant to any NTR, which places the Contractor at risk for reimbursement of services, the Contractor shall contact the Contracting Officer immediately for clarification before commencing performance.

The FAA will issue all NTRs to the Contract Site Supervisor (CSS) at the applicable facility. When feasible, the FAA will allow at least seven (7) calendar days between issuance of the NTR and the start of classroom or simulation training. For these training evolutions and other work assignments, the FAA will attempt to provide as much advance notice as possible, although some NTRs may involve little or no lead time, such as unexpected controller remedial training. In all such cases, the FTLO and the CSS will coordinate adjustments or contact the Contracting Officer's Technical Representative for assistance in the event of disagreement.

The following conditions apply to issuance of NTRs:

- a. Projected start and completion dates, and details of the work assignment must be explicitly stated. If a start date or other circumstances relating to performance must be changed, notification to the Contractor shall be made in writing.
- b. Upon receipt of the NTR, the Contractor Site Supervisor (CSS) will normally have three (3) working days to review the work assignment and provide acceptance. When unanticipated circumstances require a faster reply, the CSS will be notified and requested to respond to the NTR as soon as possible.

**PART I – THE SCHEDULE**  
**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

c. The approval of the CSS constitutes acceptance of the work assignment. Therefore, the Contractor will ensure adequate resources are available and scheduling or other issues relating to the assignment have been addressed and resolved prior to approval.

The Contractor shall perform no work that has not been specifically tasked through an NTR. Notwithstanding the issuance of an NTR, the Contractor shall not perform any assigned work, which clearly falls outside the scope of the contract. If a question of contractual scope arises, the Contracting Officer will make the final determination.

**H.42 INCORPORATION OF THE CONTRACTOR'S PROPOSAL**

The Contractor's proposal, dated August 14, 2000, prepared in response to Screening Information Request (SIR) Number DTFA01-00-R-00046, is hereby incorporated by reference into this contract to the extent that the proposal does not otherwise conflict with the requirements, terms and conditions of this contract. The incorporation specifically includes the Contractor's completed Section K certifications.

**H.43 REPRESENTATIONS AND CERTIFICATIONS**

Representations and certifications executed by the Contractor under Section K herein and included in the Contractor's response to SIR DTFA01-00-R-00046 shall be deemed to be incorporated herein by reference and made a part of the contract.

**PART III – ATTACHMENTS**  
**SECTION J – LIST OF ATTACHMENTS**

Attachment 01	Initial Transition Plan
Attachment 02	Quality Control Plan
Attachment 03	Subcontracting Plan
Attachment 04	Student Critique Form
Attachment 05	Contractor's Proposal dated August 14, 2000 (Incorporated by Reference)
Attachment 06	Mentor-Protégé Agreement effective July 12, 2000 between WCG, Inc. and Quadratek (Incorporated by Reference)
Attachment 07	Transitional Implementation Plan – Savannah ATCT/TRACON (Incorporated by Reference)
Attachment 08	Contract Change Pages – Revision 1

## **STUDENT CRITIQUE OF AIR TRAFFIC INSTRUCTIONAL SERVICES CONTRACT INSTRUCTION**

Student Name (Optional)	Stage/Course	Area:	Date:
Instructor Name			
<div style="display: flex; justify-content: space-around; font-weight: bold; font-size: small;"> <span>Commendable</span> <span>Satisfactory</span> <span>Satisfactory/ Needs Improvement</span> <span>Unsatisfactory *</span> </div>			
<b>A. Communication / Interpersonal</b>  Puts developmentals at ease. Shows interest in developmentals. Demonstrates patience and sincerity. Acts in a professional manner. Displayed an ability to maintain an impartial relationship with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. Technical Knowledge / Skills</b>  Demonstrates knowledge of training directives and requirements. Reflects a high degree of technical proficiency. Satisfactory answers provided for technical questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. Documentation and Reporting</b>  Documents the developmental's performance and progress accurately and completely. Records details to reconstruct events during counseling session.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>D. Instruction and Feedback</b>  Uses positive feedback and correction techniques to improve performance. Corrects problems in a timely manner, workload permitting. Uses effective questioning techniques. Avoids unnecessary interference with developmentals. Suggests specific remedies to correct identified performance problems. Uses counseling session to instruct the developmental.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>E. Instructor Responsibilities</b>  Gained class attention. Fully attends to developmental's performance. Differentiates between handbook requirements and personally preferred techniques. Ensures that control of the position/classroom is maintained. Instructs developmentals in the application of knowledge and procedures on operating the position being trained..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL RATING</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* Unsatisfactory Rating requires comment on back of form

Rev 08/2001



**Comments:**

**Recommendations for improvement:**

**Facility Technical Liaison Officer Signature:**\_\_\_\_\_

**Date**\_\_\_\_/\_\_\_\_/\_\_\_\_

**Contractor Site Supervisor Signature:**\_\_\_\_\_

**Date**\_\_\_\_/\_\_\_\_/\_\_\_\_